

6720-TI-161

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WISCONSIN PUBLIC SERVICE  
COMMISSION

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August 1, 2002

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David Albino  
Administrator, Telecommunications Division  
Wisconsin Public Service Commission  
610 North Whitney Way, 2nd Floor  
Madison, WI 53705-2729

Dear Mr. Albino:

Re: Investigation Into Ameritech  
Wisconsin's Unbundled Network  
Elements  
Docket No. 6720-TI-161

Pursuant to the Commission's June 21, 2002 Order Regarding Compliance Filing in this proceeding, enclosed for filing are the original and fifteen (15) copies of the following documents and materials on behalf of AT&T Communications of Wisconsin, L.P., WorldCom, Inc., McLeodUSA Telecommunications Services, Inc., and TDS Metrocom, Inc.:

1. Joint CLEC Comments on Ameritech Wisconsin UNE Compliance Filing;
2. Steven Turner's Report entitled "*CLEC Compliance Filing Regarding NRC's and Collocation*" (Public Version);
3. Exhibit 4 to Mr. Turner's Report; and
4. QSI Consulting's "*Report on Ameritech Wisconsin, Inc. Compliance*" (Public Version).

Deborah Kuhn of WorldCom will be providing courtesy copies of this filing in an electronic format to all parties in this proceeding.

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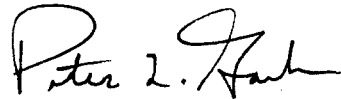
David Albino  
Administrator, Telecommunications Division  
August 1, 2002  
Page 2

Upon the filing of these documents, please return a file-stamped copy of this letter to our messenger.

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If you have any questions concerning this matter, please feel free to contact me.

Yours very truly,

A handwritten signature in black ink, appearing to read "Peter L. Gardon". The signature is fluid and cursive, with the first name "Peter" and last name "Gardon" clearly legible.

Peter L. Gardon

MADISON\98099PLG:LT

Encs.

cc Mr. James F. Jermain (w/encs.)  
Mr. Clark M. Stalker (w/encs.)  
Mr. Niles Berman (w/encs.)  
Ms. Deborah Kuhn (w/encs.)

**BEFORE THE  
PUBLIC SERVICE COMMISSION OF WISCONSIN**

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Investigation Into Ameritech Wisconsin's  
Unbundled Network Elements

Docket No. 6720-TI-161

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**CLEC COMMENTS  
ON AMERITECH WISCONSIN'S UNE COMPLIANCE FILING**

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Pursuant to the Commission's June 21, 2002 "Order Regarding Compliance Filing," AT&T Communications of Wisconsin, L.P. ("AT&T"), WorldCom, Inc. ("WorldCom"), McLeodUSA Telecommunications Services, Inc. ("McLeod"), TDS Metrocom, Inc. ("TDS Metrocom") (collectively, the "CLECs"), by their attorneys, respectfully submit the attached Comments regarding Ameritech Wisconsin's May 21, 2002 compliance filing in this docket, which was made pursuant to the terms of the Commission's March 22, 2002 Final Decision ("Final Decision").

Attached hereto are the following documents, which constitute the CLECs' August 1, 2002 Comments in response to Ameritech Wisconsin's compliance filing:

(1) QSI Consulting's "*Report on Ameritech Wisconsin, Inc. Compliance*" regarding the Public Service Commission of Wisconsin's Final Decision in this docket (as well as referenced attachments); and,

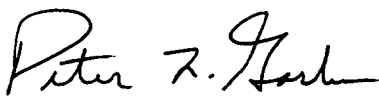
(2) Report entitled "*CLEC Compliance Filing Regarding NRC's and Collocation*," prepared by CLEC witness Mr. Steven E. Turner.

The QSI Consulting Report addresses multiple areas of Ameritech Wisconsin's noncompliance with the Final Decision; principally, unbundled loop and subloop rates,

loop conditioning costs, Project Pronto compliance tariffs, and unbundled local switching and shared transport rates. Mr. Turner's report addresses Ameritech Wisconsin's noncompliance with the Final Decision regarding collocation issues and the non-recurring studies approved by the Commission.

Because of time and resource restraints, these Comments are not meant to be exhaustive, and the CLECs reserve their right to raise additional areas of non-compliance as they are discovered. This submission covers only those instances of Ameritech Wisconsin's non-compliance that the CLECs have been able to identify to date, based on available resources and on the data currently provided by Ameritech Wisconsin in response to the CLECs' compliance data requests.

Dated this 1st day of August, 2002.

By:   
Peter L. Gardon

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**Docket 6720-TI-161**

**CLEC Compliance Filing Regarding NRCs and Collocation**

**August 1, 2002**

**I. INTRODUCTION AND OVERVIEW**

On May 21, 2002, Ameritech filed several cost studies and revised tariff pages in compliance with the Commission's March 22, 2002 Final Decision in Docket No. 6720-TI-161. This Final Decision contained numerous instructions from the Commission regarding its decisions related to nonrecurring costs and collocation costs. The purpose of this report is to evaluate Ameritech's filings in response to the March 22, 2002 Final Decision as it pertains to nonrecurring and collocation costs.

Regarding nonrecurring costs, the following report will demonstrate that Ameritech has made several errors in its compliance filings: (1) Ameritech has failed to fully incorporate the DIP/DOP requirement of the Final Decision into its calculation of the Loop Connection NRC; (2) Ameritech has failed to incorporate the DIP/DOP requirement of the Final Decision into its calculation of the Port Connection NRC; (3) Ameritech has failed to incorporate the two percent fallout requirement of the Final Decision into its calculation of the Unbundled Local Switch Port Service Order NRC; (4) Ameritech has failed to incorporate the flow-through requirements of the Final Decision into its Service Order cost calculations resulting in illogical costs for "Subsequent" and "Record Work Only" Service Orders; and (5) For Digital Loops, Ameritech has unilaterally introduced a new cost study and new rate elements that the Commission did not review or order during the cost proceeding and consequently does not "comply" with the Final Decision.

Regarding collocation costs, the Commission is aware that Ameritech and the CLECs have filed reports regarding our efforts to implement the Commission's Final Decision. Subsequent to the CLECs filing the May 6, 2002 report, the CLECs and Ameritech began discussing how to resolve some of the differences separating them in implementing the Commission's requirements in the Final Decision. In the process of having those discussions, both sides concluded that another alternative might be a better approach.

AT&T, WorldCom, and other CLECs have worked with SBC in Missouri, Oklahoma, Kansas, and Nevada to reach settlements on the prices and terms and conditions for collocation (that are embodied in a Physical Collocation Tariff and a Virtual Collocation Tariff). The latest of these agreements was reached in Nevada. This latest agreement may serve as the basis for an eventual resolution of the collocation compliance disputes between Ameritech and the CLECs in Wisconsin. Any agreement is subject to the CLECs having an opportunity to review the tariffs submitted by Ameritech for Wisconsin to ensure that they accurately reflect the Nevada tariff both for terms and conditions as well as prices. Nonetheless, at present the specifics of an agreement between the CLECs and Ameritech have not been finalized. Consequently, this report will document the concerns the CLECs have with the inputs Ameritech has proposed to the

AT&T/WorldCom Collocation Cost Model. Further, the CLECs will provide their alternative inputs as well as a compliant run of the Collocation Cost Model for the Commission's evaluation.

## II. APPROACH

For both nonrecurring and collocation costs, the following report will provide a reference to the relevant sections of the Final Decision indicating the Commission requirement that Ameritech has failed to implement in its compliance filing. The report will then identify where in Ameritech's cost study this failure can be identified. Finally, the corrections to Ameritech's cost studies will be identified, and a revised cost and rate will be developed. The corrected cost studies are included as exhibits to this report.<sup>1</sup> Further, Ameritech's tariff has been modified to incorporate the corrected rates as well.<sup>2</sup>

## III. NONRECURRING COST ISSUES

### A. DIP/DOP FAILURE IN NRC CALCULATION FOR LINE CONNECTION ELEMENT

The Final Decision is quite clear that Ameritech is required to use a 95 percent Dedicated Inside Plant and Dedicated Outside Plant (DIP and DOP) factor in developing forward-looking NRCs.<sup>3</sup> In general, Ameritech has followed this requirement in developing the cost for the Line Connection rate element. Specifically, Ameritech identifies 11 flowchart elements in Tab 6.1 of its Loops NRC cost study that relate to the Line Connection element.<sup>4</sup> Ameritech appropriately reflected the DIP/DOP requirement in nine of them, but failed to reflect it in *all* of the elements as would be appropriate.

*First*, Ameritech failed to reflect the DIP/DOP percentage in calculating the cost for the Network Element Control Center (NECC).<sup>5</sup> Interestingly, Ameritech notes that the 95 percent DIP/DOP

<sup>1</sup> Exhibit 1 is Wi\_une\_3\_6720-TI-161 August 2002 COMP.xls which is the CLEC restatement of Ameritech's equivalent file – Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls. Exhibit 2 is Wi\_une\_4\_August 2002 Compliance\_TFA#WI-02-730.xls which is the CLEC restatement of Ameritech's equivalent file – Wi\_une\_4\_May 2002 Compliance\_TFA#WI-02-730.xls. Exhibit 3 is RJF-3 – August 2002 compliance.xls which is the CLEC restatement of Ameritech's equivalent file RJF-3 – May 2002 compliance.xls.

<sup>2</sup> Exhibit 4 reflects the redline of Ameritech's tariff documenting the revised nonrecurring charges the CLECs believe are in compliance with the Commission's Final Decision.

<sup>3</sup> Final Decision, Before the Public Service Commission of Wisconsin, Case No. 6720-TI-161, *Investigation Into Ameritech Wisconsin's Unbundled Network Elements*, Item No. 120, p. 18.

<sup>4</sup> Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 6.1 Worksheet, Cells A19-A28 and A43-A44. Note the 11 elements identified in these cells comprise the costs that flow into the Line Connection rate element.

<sup>5</sup> Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 6.1 Worksheet, Cell E23. The formula in this cell makes reference to TAB 8.2.8 Worksheet, Cell C16 which is the labor time Ameritech developed prior to applying the 95 percent DIP/DOP requirement.

requirement should apply to this element in that it reflects a five percent probability that the NECC task should occur.<sup>6</sup> However, the formula Ameritech implements in its cost study fails to use the labor time that has had this factor applied and instead utilizes the Activity Duration of **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** minutes 100 percent of the time.<sup>7</sup> Given that Ameritech notes the five percent probability, it is likely that Ameritech's calculation error was simply an oversight. Nonetheless, the NECC is involved in the Line Connection, and therefore incurs cost only where field work was necessary. As such, this activity should only occur five percent of the time, as Ameritech has indicated in its compliance filing, but simply failed to incorporate in its calculation. The solution to this problem is for Ameritech to utilize the labor time after the five percent probability has been applied. This labor time appears in Column E of Tab 8.2.8 – not Column C as Ameritech inappropriately used for this element.

*Second*, when the above correction is made, a related problem in Ameritech's cost calculation occurs. Ameritech includes **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** minutes for an NECC Clerk.<sup>8</sup> However, this labor time has already been included in the NECC task described above when the labor time in Column E of Tab 8.2.8 is appropriately utilized.<sup>9</sup> As such, it is necessary to remove the separate NECC Clerk labor time on Tab 6.1 to ensure that the NECC Clerk labor time is not double-counted in the final cost for the Line Connection element.

Making the two corrections identified above reduces Ameritech's claimed compliance cost for the Line Connection element from **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** down to **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** – a cost that fully complies with the Commission's Final Decision.<sup>10</sup> The resulting Line Connection NRC is \$7.99 including shared and common cost.

## B. DIP/DOP FAILURE IN NRC CALCULATION FOR PORT CONNECTION ELEMENT

While Ameritech's failure in implementing the 95 percent DIP/DOP requirement for the Loop Connection charge was minimal, Ameritech has simply ignored the 95 percent DIP/DOP requirement as it relates to the switch port. It is clear that the Commission's DIP/DOP requirements relate to switching just as it does to the loop. The Commission's Final Decision

<sup>6</sup> Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 8.2.8 Worksheet, Cell B16.

<sup>7</sup> Compare Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 6.1 Worksheet, Cell E23 with Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 8.2.8 Worksheet, Cell C16. Ameritech notes that the probability should be five percent as it has done with other Loop Connection functions (Cell B16) but fails to include this in the cost calculation.

<sup>8</sup> Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 6.1 Worksheet, Cells A28 and E28.

<sup>9</sup> Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 8.2.8 Worksheet, Cell E16. Please note that the formula already pulls the **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** minutes from Cell D16 for the NECC Clerk into the calculation of labor time for the NECC.

<sup>10</sup> Wi\_une\_3\_6720-TI-161 August 2002 COMP.xls Workbook, TAB 3 Worksheet, Cell F16.

notes: "Dedicated Inside Plant (DIP) and Dedicated Outside Plant (DOP) facilities allow for rapid activation or deactivation of services at an end user location without the need for physical disruption of the facility because, with DIP and DOP, physical connections remain in place and only a command from the OSS is necessary to activate or deactivate the service."<sup>11</sup> In other words, with DIP all cable work between the switch port and the frame where the connection to the loop is established is already wired and in place. As such, if Ameritech were to properly reflect this requirement of the Final Decision for the switch port, 95 percent of switch port orders would require no physical work on Ameritech's part. The converse of this situation therefore is that Ameritech would only need to do physical work on the five percent of port connections that were not already wired. Ameritech has not reflected this requirement in its Port Connection NRC.

First, for example, Ameritech has assumed a probability of **\*\*\*BEGIN CONFIDENTIAL** \_\_\_\_\_ **END CONFIDENTIAL\*\*\*** percent for the CPC Design process with a switch port.<sup>12</sup> CPC Design, which is directly related to physical work on the switch port, would not be required **\*\*\*BEGIN CONFIDENTIAL** \_\_\_\_\_ **END CONFIDENTIAL\*\*\*** percent of the time with a Commission-ordered DIP/DOP factor of 95 percent. Instead, Ameritech should have used five percent, just as it did for the Loop Connection NRC. This error is repeated throughout Ameritech's Port Connection NRC cost study. Effectively, Ameritech did not reflect the 95 percent DIP/DOP requirement in this cost study. Ameritech retained the probability percentages from its initial filing with the Commission, failing to reflect the Final Decision in this rate element. The following flowchart elements required modification in Ameritech's compliance cost study: CPC Design<sup>13</sup>, NECC<sup>14</sup>, FOG<sup>15</sup>, and FDC<sup>16</sup>. All of these elements involve physical

<sup>11</sup> Final Decision, Before the Public Service Commission of Wisconsin, Case No. 6720-TI-161, *Investigation Into Ameritech Wisconsin's Unbundled Network Elements*, p. 178.

<sup>12</sup> Wi\_une\_4\_May 2002 Compliance\_TFA#WI-02-730.xls Workbook, TAB 8.2.1 Worksheet, Cells C42 and B51.

<sup>13</sup> Modification implemented in Wi\_une\_4\_May 2002 Compliance\_TFA#WI-02-730.xls Workbook, TAB 8.2.1 Worksheet, Cell B51. Ameritech's probability of **\*\*\*BEGIN CONFIDENTIAL** \_\_\_\_\_ **END CONFIDENTIAL\*\*\*** percent was changed to five percent consistent with the Final Order.

<sup>14</sup> Modification implemented in Wi\_une\_4\_May 2002 Compliance\_TFA#WI-02-730.xls Workbook, TAB 8.1.5 Worksheet, Cell B14. Ameritech's probability of **\*\*\*BEGIN CONFIDENTIAL** \_\_\_\_\_ **END CONFIDENTIAL\*\*\*** percent was changed to five percent consistent with the Final Order. Interestingly, Ameritech implemented a five percent probability for the NECC with the unbundled loop (but failed to include this in the calculation due to the errors described earlier in this report) but included a **\*\*\*BEGIN CONFIDENTIAL** \_\_\_\_\_ **END CONFIDENTIAL\*\*\*** percent probability for the NECC with the switch port. Finally, the NECC implementation for the switch port has precisely the same problem as with the Line Connection NRC in that Ameritech referenced the wrong cell in its calculation of the Port Connection NRC cost. This error has been corrected in Wi\_une\_4\_May 2002 Compliance\_TFA#WI-02-730.xls Workbook, TAB 6.1 Worksheet, Cell E24.

<sup>15</sup> Modification implemented in Wi\_une\_4\_May 2002 Compliance\_TFA#WI-02-730.xls Workbook, TAB 8.2.1 Worksheet, Cells B268-B271. Ameritech's probability of either **\*\*\*BEGIN CONFIDENTIAL** \_\_\_\_\_ **END CONFIDENTIAL\*\*\*** percent was changed to five percent consistent with the Final Decision.

work on the switch port and reflect work activities that do not occur in the situation where Dedicated Inside Plant is in place. As such, the probability percentages for these elements must be set to five percent to properly reflect the DIP/DOP requirement in the Final Decision.

*Second*, as with the Loop Connection element described earlier, Ameritech has an error in a formula for the Port Connection element that fails to reflect the application of any probability percentage.<sup>17</sup> The solution to this problem is for Ameritech to utilize the labor time after the five percent probability has been applied. This labor time appears in Column E of Tab 8.1.5 – not Column C, as Ameritech inappropriately used for this element.

*Third*, when the above correction is made, a related problem in Ameritech's cost calculation occurs. Ameritech includes **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** minutes for an NECC Clerk.<sup>18</sup> However, this labor time has already been included in the NECC task described above when the labor time in Column E of Tab 8.1.5 is appropriately utilized.<sup>19</sup> As such, it is necessary to remove the separate NECC Clerk labor time on Tab 6.1 to ensure that the NECC Clerk labor time is not double-counted in the final cost for the Line Connection element.

Making the corrections identified above reduces Ameritech's claimed compliance cost for the Port Connection element from **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** down to **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** – a cost that fully complies with the Commission's Final Decision.<sup>20</sup> The resulting Line Connection NRC is \$4.08 including shared and common cost.

*Fourth*, just as was the case with the Port Connection identified above, Ameritech has failed to reflect the DIP/DOP requirement in its Port Disconnection NRC. The 95 percent DIP/DOP percent should also reflect that Ameritech will not perform manual work in 95 percent of the cases, just as it will not perform manual work in connecting the switch port. This report will not identify every location where modification was required. The Port Disconnection cost study that is attached has all modifications clearly marked. In summary, making the necessary corrections

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<sup>16</sup> Modification implemented in Wi\_une\_4\_May 2002 Compliance\_TFA#WI-02-730.xls Workbook, TAB 8.1.4 Worksheet, Cell B18. Ameritech's probability of **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** percent was changed to five percent consistent with the Final Decision.

<sup>17</sup> Compare Wi\_une\_4\_May 2002 Compliance\_TFA#WI-02-730.xls Workbook, TAB 6.1 Worksheet, Cell E24 with Wi\_une\_4\_May 2002 Compliance\_TFA#WI-02-730.xls Workbook, TAB 8.1.5 Worksheet, Cells B14-E14 that allow for the application of a probability percentage.

<sup>18</sup> Wi\_une\_4\_May 2002 Compliance\_TFA#WI-02-730.xls Workbook, TAB 6.1 Worksheet, Cells A29 and E29.

<sup>19</sup> Wi\_une\_4\_May 2002 Compliance\_TFA#WI-02-730.xls Workbook, TAB 8.1.5 Worksheet, Cell E14. Please note that the formula already pulls the **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** minutes from Cell D14 for the NECC Clerk into the calculation of labor time for the NECC.

<sup>20</sup> Wi\_une\_4\_August 2002 Compliance\_TFA#WI-02-730.xls Workbook, TAB 3 Worksheet, Cell F14.

to the Port Disconnection NRC reduces Ameritech's claimed compliance cost for the Port Disconnection element from **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** down to **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** – a cost that fully complies with the Commission's Final Decision.<sup>21</sup> The resulting Port Disconnection NRC is \$0.72 including shared and common cost.

*Fifth*, similar to the discussion above for the Port Connection NRC, equivalent changes must be made to Ameritech's NRC for the Port Conversion NRC in that Ameritech has failed to reflect the DIP/DOP requirement for this switch port element as well. Attached is the Port Conversion cost study with all required modifications clearly marked. In summary, making the necessary corrections to the Port Conversion NRC reduces Ameritech's claimed compliance cost for the Port Conversion element from **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** down to **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** – a cost that fully complies with the Commission's Final Decision.<sup>22</sup> The resulting Port Conversion NRC is \$4.09 including shared and common cost.

### C. DIP/DOP FAILURE IN NRC CALCULATION FOR UNE-P MIGRATION WITHOUT DIAL TONE ELEMENTS

The discussion in the previous two sections has related to Ameritech's failure to adequately reflect the DIP/DOP requirement in the Commission's Final Decision into loop and switch port nonrecurring charges. Ameritech has similarly failed to fully reflect the DIP/DOP requirement of the Commission's Final Decision in its UNE-P Migration without Dial Tone nonrecurring charges.

*First*, Ameritech has failed to reflect the 95 percent DIP/DOP requirement for the NECC just as it failed to do with the Port Connection element above. Specifically, Ameritech has an error in a formula for the UNE-P Migration without Dial Tone element that fails to reflect the application of any probability percentage for the NECC.<sup>23</sup> The solution to this problem is for Ameritech to utilize the labor time after the five percent probability has been applied. This labor time appears in Column E of Tab 8.1.5 – not Column C, as Ameritech inappropriately used for this element. Moreover, Ameritech incorporates a probability of **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** percent for the NECC when, in fact, it should have the Commission-ordered probability of five percent just the Ameritech properly used for the unbundled loop.

*Second*, when the above correction is made, a related problem in Ameritech's cost calculation occurs. Ameritech includes **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** minutes for an NECC Clerk.<sup>24</sup> However, this labor time has already been included in the NECC

<sup>21</sup> Wi\_une\_4\_August 2002 Compliance\_TFA#WI-02-730.xls Workbook, TAB 3 Worksheet, Cell F15.

<sup>22</sup> Wi\_une\_4\_August 2002 Compliance\_TFA#WI-02-730.xls Workbook, TAB 3 Worksheet, Cell F15.

<sup>23</sup> Compare RJF-3 – May 2002 compliance.xls Workbook, PAGE 2 Worksheet, Cell D24 with RJF-3 – May 2002 compliance.xls Workbook, TAB 8.1.5 Worksheet, Cells B14-E14 that allow for the application of a probability percentage.

<sup>24</sup> RJF-3 – May 2002 compliance.xls Workbook, PAGE 2 Worksheet, Cells A29 and E29.

task described above when the labor time in Column E of Tab 8.1.5 is appropriately utilized.<sup>25</sup> As such, it is necessary to remove the separate NECC Clerk labor time on the PAGE 2 Worksheet to ensure that the NECC Clerk labor time is not double-counted in the final cost for the Line Connection element.

*Third*, Ameritech has assumed a probability of **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** percent for the FDC.<sup>26</sup> Again, physical work will not be required when DIP/DOP is in place. As such, the fallout percentage or probability for this task should be five percent as required by the Commission's Final Decision.

Making the corrections identified above reduces Ameritech's claimed compliance cost for the UNE-P Migration without Dial Tone element from **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** down to **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** – a cost that fully complies with the Commission's Final Decision.<sup>27</sup> The resulting Line Connection NRC is \$5.06 including shared and common cost.

*Fourth*, Ameritech has also failed to reflect the DIP/DOP requirement in its UNE-P Migration without Dial Tone NRC. The 95 percent DIP/DOP percent should also reflect that Ameritech will not perform manual work in 95 percent of the cases, just as it will not perform manual work with installing the UNE-P Migration. This report will not identify every location where modification was required. The UNE-P Migration without Dial Tone Disconnection cost study that is attached has all modifications clearly marked. In summary, making the necessary corrections to the UNE-P Migration without Dial Tone Disconnection NRC reduces Ameritech's claimed compliance cost for the UNE-P Migration without Dial Tone Disconnection element from **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** down to **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** – a cost that fully complies with the Commission's Final Decision.<sup>28</sup> The resulting UNE-P Migration without Dial Tone Disconnection NRC is \$1.40 including shared and common cost.

#### **D. FALLOUT FAILURE IN NRC CALCULATION FOR SWITCH PORT SERVICE ORDER**

When viewed at a high level, it is curious that Ameritech has identified an Unbundled *Loop* Service Order NRC of \$0.08 while Ameritech has identified an Unbundled *Switch Port* Service Order NRC of \$2.33. The entirety of this difference is the result of Ameritech's failure to implement the Final Decision as it pertains to flow through for the Switch Port Service Order.

<sup>25</sup> RJF-3 – May 2002 compliance.xls Workbook, TAB 8.1.5 Worksheet, Cell E14. Please note that the formula already pulls the **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** minutes from Cell D14 for the NECC Clerk into the calculation of labor time for the NECC.

<sup>26</sup> RJF-3 – May 2002 compliance.xls Workbook, TAB 8.1.4 FDC Worksheet, Cell B11.

<sup>27</sup> RJF-3 – August 2002 compliance.xls Workbook, PAGE 1 Worksheet, Cell E34.

<sup>28</sup> RJF-3 – August 2002 compliance.xls Workbook, PAGE 1 Worksheet, Cell E35.

Ameritech implemented a two percent fallout percentage for the Loop Service Order.<sup>29</sup> However, for basic switch ports, Ameritech has utilized a **\*\*\*BEGIN CONFIDENTIAL**            **END CONFIDENTIAL\*\*\*** percent fallout percentage.<sup>30</sup> This is not in compliance with the Commission's Final Decision.

It seems quite clear that the Commission intended Ameritech to use the two percent fallout rate for both loops (which Ameritech has done) and switch ports (which Ameritech has not done). The Final Decision notes: "It is reasonable to use a 2 percent fall-out rate for the initial receipt of DS0 orders both in combination and not in combination...."<sup>31</sup> A DS0 order is not limited to just the loop as Ameritech has incorrectly assumed. DS0 orders also include switch ports. Moreover, the Commission's Final Decision clearly contemplated including switch ports in the application of the two percent fallout percentage because the Final Decision clarifies that the two percent fallout applies both in combination (including a switch port) and not in combination (stand alone DS0 elements).

Additionally, the Final Decision states, "the Commission finds that it is reasonable to assume a single order in determining the forward-looking cost of ordering UNE-P services."<sup>32</sup> If there is only one service order for UNE-P (i.e., not separate loop and port service order systems), there should not be separate loop and port service order systems assumed when the elements are provided individually.

Ameritech further attempts to undermine the Commission's Final Decision related to the two percent fallout because for new UNE-Platform combinations, Ameritech's tariff specifies that Ameritech applies only the Switch Port Service Order charge and not the Loop Service Order charge. Specifically, Ameritech's tariff reflects the following:

Loop service order charges are not applicable for New UNE-P orders. All other recurring and non-recurring charges as defined in Part 19, Section 2, Unbundled Loops and HFPL, and Part 19, Section 21, Unbundled Local Switching with Shared Transport apply to New UNE-P ....<sup>33</sup>

In other words, Ameritech implemented the Commission's Final Decision requirement that it only charge one Service Order. However, Ameritech selected the *Switch Port* Service Order where Ameritech has inappropriately retained a **\*\*\*BEGIN CONFIDENTIAL**            **END CONFIDENTIAL\*\*\*** percent fallout rate for its cost development rather than the *Loop* Service

<sup>29</sup> Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 8.2.3 Worksheet, Cell H15.

<sup>30</sup> Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 8.2.3 Worksheet, Cell H16.

<sup>31</sup> Final Decision, Before the Public Service Commission of Wisconsin, Case No. 6720-TI-161, *Investigation Into Ameritech Wisconsin's Unbundled Network Elements*, Item No. 117, p. 18.

<sup>32</sup> *Id.*, p. 175.

<sup>33</sup> Ameritech Tariff, Part 19 – Unbundled Network Elements and Number Portability, Section 22 – Provision of New UNE-P and EEL Combinations, 1<sup>st</sup> Revised Sheet No. 5, Paragraph 1.

Order where Ameritech appropriately incorporated a two percent fallout rate. In so doing, Ameritech has implemented a fallout rate for new UNE-P orders of **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** percent that does not comply with the Commission's Final Decision.

The solution to Ameritech's failure to implement a two percent fallout rate for UNE-P orders is straightforward. Ameritech's Switch Port Service Order cost study must be revised to reflect a two percent fallout rate rather than a **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** percent fallout rate. This is accomplished by making two modifications in Ameritech's compliance cost studies. Specifically, the same cost study where Ameritech reflects the two percent fallout rate for Loop Service Orders calculates the cost for Switch Port Service Orders. The Basic Switch Port fallout percentage must be set to two percent.<sup>34</sup> Further, the same adjustment must be made to the fallout percentage for the Disconnect order as well as the Install order where the **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** percent fallout rate must be changed to two percent.<sup>35</sup> Making the necessary correction to the Switch Port Service Order (Install) NRC reduces Ameritech's claimed compliance cost for this element from **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** down to **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** – a cost that fully complies with the Commission's Final Decision.<sup>36</sup> The resulting Switch Port Service Order (Install) NRC is \$0.06 including shared and common cost – a charge that is now close to the NRC that Ameritech developed for the Loop Service Order NRC. Making the necessary correction to the Switch Port Service Order (Disconnect) NRC reduces Ameritech's claimed compliance cost for this element from **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** down to **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** – a cost that fully complies with the Commission's Final Decision.<sup>37</sup> The resulting Switch Port Service Order (Disconnect) NRC is \$0.04 including shared and common cost – a charge that is now close to the same NRC as Ameritech developed for the Loop Service Order NRC.

#### E. INCONSISTENT FLOW-THROUGH ASSUMPTIONS IN AMERITECH'S SERVICE ORDER COST STUDIES

In several instances throughout its Final Decision, the Commission makes reference to the two percent fallout rate applying to the "initial receipt" of orders from CLECs.<sup>38</sup> Ameritech has taken this phrase literally and apparently interpreted the Commission's Final Decision to imply that the two percent fallout rate was *only* to apply to Initial service orders, but not to Subsequent

<sup>34</sup> Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 8.2.3 Worksheet, Cell H16.

<sup>35</sup> Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 8.2.4 Worksheet, Cell E16.

<sup>36</sup> Wi\_une\_3\_6720-TI-161 August 2002 COMP.xls Workbook, TAB 3 Worksheet, Cell F21.

<sup>37</sup> Wi\_une\_3\_6720-TI-161 August 2002 COMP.xls Workbook, TAB 3 Worksheet, Cell F22.

<sup>38</sup> See, for example, Final Decision, Before the Public Service Commission of Wisconsin, Case No. 6720-TI-161, *Investigation Into Ameritech Wisconsin's Unbundled Network Elements*, Item No. 116, p. 17, Item No. 117, p. 18, pp. 171-174.

and Record Word orders. This reading of the Commission's Final Decision leads to unusual results where the Loop Service Order – Initial (Install) NRC according to Ameritech's compliance filing has a charge of \$0.08, but the Loop Service Order – Subsequent NRC has a charge of \$1.60. This difference in charge again is completely attributable to the fallout rates used in the two different cost studies. Moreover, this difference is internally inconsistent. It is not reasonable for an initial order for a loop to have a charge of \$0.08 but a subsequent order on that loop to have a charge of \$1.60.

The Commission's reference to "initial receipt" and its application of the two percent fallout rate was not intended to preclude the application of this fallout rate to "subsequent" and "record only" orders, but instead to distinguish the application of this fallout rate to the service order process as opposed to the overall provisioning of unbundled elements. This can be clearly seen from the Commission's discussion of the "Stages of Processing:"

The CLECs proposed to use a 2 percent end-to-end fall-out rate. Ameritech proposed different fall-out rates at various stages of the ordering and provisioning processes. *For example, Ameritech uses different fall-out rates for the initial receipt of an order and for the provisioning of an order.* The Commission finds that Ameritech's method of using different fall-out rates for different stages of the ordering and provisioning processes is reasonable in determining forward-looking NRCs.<sup>39</sup>

In other words, the Commission did not limit the application of the two percent fallout to only initial orders (thereby precluding its application to "subsequent" and "record only" orders), but limited its application to the service order process as opposed to the end-to-end provisioning of an unbundled element.

Several corrections must be made to Ameritech's compliance cost studies to implement the two percent fallout rate for subsequent and record only service orders. *First*, Ameritech has assumed a fallout percentage of **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_ END CONFIDENTIAL\*\*\*** percent for Loop Service Order-Subsequent orders.<sup>40</sup> Clearly, the Commission did not intend to implement a two percent fallout rate for initial loop service orders and a **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_ END CONFIDENTIAL\*\*\*** percent fallout rate for subsequent loop service orders, based on the discussion in the Final Decision reviewed above. Making the necessary correction to the Loop Service Order-Subsequent NRC reduces Ameritech's claimed compliance cost for this element from **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_ END CONFIDENTIAL\*\*\*** down to **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_ END CONFIDENTIAL\*\*\*** – a cost that fully complies with the Commission's Final Decision.<sup>41</sup> The resulting Loop Service Order-Subsequent NRC is \$0.08 including shared and common cost – a

<sup>39</sup> Final Decision, Before the Public Service Commission of Wisconsin, Case No. 6720-TI-161, *Investigation Into Ameritech Wisconsin's Unbundled Network Elements*, p. 170 (emphasis added).

<sup>40</sup> Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 8.2 Worksheet, Cell H35.

<sup>41</sup> Wi\_une\_3\_6720-TI-161 August 2002 COMP.xls Workbook, TAB 3 Worksheet, Cell F14.

charge that is now the same NRC as Ameritech developed for the Loop Service Order-Initial NRC.

*Second*, the same type of correction must be made for Ameritech's record only order for unbundled loops. Ameritech has assumed a fallout percentage of \*\*\*BEGIN

**CONFIDENTIAL** \_\_\_\_\_ **END CONFIDENTIAL**\*\*\* percent for Loop Service Order-Record Work Only orders when a two-percent fallout is more appropriate based on the Commission's Final Decision.<sup>42</sup> Making the necessary correction to the Loop Service Order-Record Work Only NRC reduces Ameritech's claimed compliance cost for this element from \*\*\*BEGIN

**CONFIDENTIAL** \_\_\_\_\_ **END CONFIDENTIAL**\*\*\* down to \*\*\*BEGIN **CONFIDENTIAL** \_\_\_\_\_ **END CONFIDENTIAL**\*\*\* – a cost that fully complies with the Commission's Final Decision.<sup>43</sup> The resulting Loop Service Order-Record Work Only NRC is \$0.04 including shared and common cost – a charge that is now close to the NRC that Ameritech developed for the Loop Service Order-Initial NRC.

*Third*, the same type of correction must be made for Ameritech's record only order for unbundled switch ports. Ameritech has assumed a fallout percentage of \*\*\*BEGIN

**CONFIDENTIAL** \_\_\_\_\_ **END CONFIDENTIAL**\*\*\* percent for Switch Port Service Order-Record Work Only orders when a two-percent fallout is more appropriate based on the Commission's Final Decision.<sup>44</sup> Making the necessary correction to the Switch Port Service Order-Record Work Only NRC reduces Ameritech's claimed compliance cost for this element from \*\*\*BEGIN **CONFIDENTIAL** \_\_\_\_\_ **END CONFIDENTIAL**\*\*\* down to \*\*\*BEGIN

**CONFIDENTIAL** \_\_\_\_\_ **END CONFIDENTIAL**\*\*\* – a cost that fully complies with the Commission's Final Decision.<sup>45</sup> The resulting Switch Port Service Order-Record Work Only NRC is \$0.04 including shared and common cost – a charge that is now close to the same NRC as Ameritech developed for the Switch Port Service Order-Initial NRC.

*Fourth*, the same type of correction must be made for Ameritech's subsequent order for unbundled switch ports. Ameritech has assumed a fallout percentage of \*\*\*BEGIN

**CONFIDENTIAL** \_\_\_\_\_ **END CONFIDENTIAL**\*\*\* percent for the Subsequent Port Conversion – Service Order when a two-percent fallout is more appropriate based on the Commission's Final Decision.<sup>46</sup> Interestingly, Ameritech has actually assumed that the fallout rate for Basic Line Ports and Complex Line Ports are precisely the same.<sup>47</sup> Again, this is clearly inconsistent with the Commission's Final Decision in that the Commission ordered that Ameritech distinguish its

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<sup>42</sup> Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 8.2 Worksheet, Cell H71.

<sup>43</sup> Wi\_une\_3\_6720-TI-161 August 2002 COMP.xls Workbook, TAB 3 Worksheet, Cell F15.

<sup>44</sup> Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 8.2.1 Worksheet, Cell H35.

<sup>45</sup> Wi\_une\_3\_6720-TI-161 August 2002 COMP.xls Workbook, TAB 3 Worksheet, Cell F23.

<sup>46</sup> Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 8.2.3 Worksheet, Cell H96.

<sup>47</sup> Compare Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 8.2.3 Worksheet, Cell H96 with Wi\_une\_3\_6720-TI-161 May 2002 COMP.xls Workbook, TAB 8.2.3 Worksheet, Cell H97.

fallout rates between simple and complex orders.<sup>48</sup> Making the necessary correction to the Subsequent Port Conversion – Service Order NRC reduces Ameritech’s claimed compliance cost for this element from **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** down to **\*\*\*BEGIN CONFIDENTIAL \_\_\_\_\_ END CONFIDENTIAL\*\*\*** – a cost that fully complies with the Commission’s Final Decision.<sup>49</sup> The resulting Subsequent Port Conversion – Service Order NRC is \$0.06 including shared and common cost – a charge that is now close to the same NRC as Ameritech developed for the Switch Port Service Order-Initial NRC.

#### F. DIGITAL LOOPS NONRECURRING CHARGES BASED ON ENTIRELY NEW COST STUDY

Ameritech has made significant modifications to its Digital Loop nonrecurring charges. Previously, Ameritech had the following nonrecurring charges for Digital Loops:

Design and CO Connection Charge, per circuit – DS0 Service – NRC  
 Design and CO Connection Charge, per circuit – DS1 Service – NRC  
 Design and CO Connection Charge, per circuit – DS3 Service – NRC  
 Customer Connection Charge per Termination – DS0 Service – NRC  
 Customer Connection Charge per Termination – DS1 Service – NRC  
 Customer Connection Charge per Termination – DS3 Service – NRC

For each of these nonrecurring charges, Ameritech notes that it has eliminated them for the following reason: “Rate Structure Change per Commission Order.”

Based on a review of the Commission’s Final Decision, Ameritech has likely interpreted the Commission’s finding that “(i)t is not reasonable for Ameritech to impose the three additional charges, administrative charge, CO connection charge, and customer connection charge for unbundled loops” as eliminating the nonrecurring charges identified above.<sup>50</sup> Ameritech was correct in making this determination. However, Ameritech has taken this Commission requirement to eliminate several cost elements and inappropriately turned it into a justification for introducing an entirely new cost study for DS0 Loop Provisioning, DS1 Loop Provisioning, and DS3 Loop Provisioning. Nothing in the Commission’s Final Decision authorizes Ameritech to introduce an entirely new cost study for Loop Provisioning at this point in the process.

There are numerous procedural problems with Ameritech’s introduction of an entirely new cost study at this time. The CLECs have had no opportunity to review the work papers and data supporting the study, or to cross examine the sponsoring witness on the cost study, the labor times incorporated within it, the processes used therein, or the probability percentages applied to the tasks within it. Further, the Commission has not had an opportunity to conduct any review of

<sup>48</sup> Final Decision, Before the Public Service Commission of Wisconsin, Case No. 6720-TI-161, *Investigation Into Ameritech Wisconsin’s Unbundled Network Elements*, pp. 172-173.

<sup>49</sup> Wi\_une\_3\_6720-TI-161 August 2002 COMP.xls Workbook, TAB 3 Worksheet, Cell F31.

<sup>50</sup> Final Decision, Before the Public Service Commission of Wisconsin, Case No. 6720-TI-161, *Investigation Into Ameritech Wisconsin’s Unbundled Network Elements*, Item No. 127, p. 19.

this cost study as it has with the numerous other studies Ameritech filed in this proceeding. Finally, a review of Ameritech's cost study indicates that it fails to implement the requirements of the Commission's Final Decision as it pertains, for example, to the 95 percent DIP/DOP requirement for the probability of work activities. In short, this cost study is not timely, has not had adequate review by the parties or the Commission, and is inconsistent with the Commission's Final Decision both in its very existence and in its content. The Commission should exclude this cost study and eliminate the rates that it supports.

These new cost studies should also be placed in context with the impact they have on CLECs and their ability to offer service in Wisconsin. The new costs studies are clearly improper and inappropriately increase the up front costs payable by CLECs to get into business. According to its compliance filing, Ameritech has sought to increase the NRC for a typical DS0 loop from \$40.10 (see Ameritech Tariff No. 20, Part 19, Sheet 36) to \$106.86. These types of cost structures that act as a barrier to entry have been rejected by this Commission elsewhere in the Final Decision, and should be rejected here. In addition Ameritech has attempted to introduce an entirely new charge of \$81.59 for each time a CLEC disconnects a loop. Thus Ameritech will charge the CLEC \$81.59 if Ameritech wins the customer back. This type of charge should also be rejected by the Commission. In addition to the procedural flaws noted above with respect to this "compliance" filing, these charges on their face are clearly not reasonable.

#### IV. COLLOCATION COST ISSUES

As the Commission knows, the Final Decision determined that the CLECs' Collocation Cost Model would be used to develop the costs for collocation in Wisconsin. The issue, therefore, was to interpret the Final Decision to determine what inputs should be incorporated into the Collocation Cost Model. There has been a considerable amount of information filed by both Ameritech and the CLECs in attempting to arrive at the appropriate inputs. However, there are still significant differences between the parties.

The approach that the CLECs have taken to develop the appropriate inputs is to utilize the information provided by Ameritech in its filings, supplemented with a review of Ameritech's collocation cost submissions in Docket No. 6720-TI-161, to identify the inputs that should be used in the Compliance Collocation Cost Model. To aid the Commission in following this approach, two documents have been produced. *First*, the CLECs have produced a Compliance Modifications document (Exhibit 5) that identifies each cell within the Compliance Collocation Cost Model that has been modified, the modified input used, the source for the modification citing to both the Commission's Final Decision and to the Ameritech cost study for the input as necessary, and an explanation for the difference with Ameritech's value, if appropriate. While this document is lengthy, it provides a comprehensive listing that should help the parties follow what has been done to the Compliance Collocation Cost Model and explain any differences with Ameritech's proposed inputs. *Second*, the CLECs have produced the actual Compliance Collocation Cost Model as well. This "document" is best viewed electronically, although the rate sheets produced by the Compliance Collocation Cost Model are attached (Exhibit 6). Each cell that has been modified in the Compliance Collocation Cost Model is highlighted in yellow and corresponds to the Compliance Modifications document described previously.

Before reviewing some of the details of the differences between Ameritech and the CLECs, it is noteworthy that the changes proposed by the CLECs are not always to lower Ameritech's proposed inputs. In several cases, the CLEC modifications raise Ameritech's proposed inputs. The reasons for this vary. However, in general, the nature of Ameritech's understatement was either related to not understanding how the Collocation Cost Model approaches certain elements (e.g., power) or because Ameritech overlooked portions of its inputs that should be incorporated into the Collocation Cost Model (e.g., planning). Further, the CLECs have implemented the inputs fairly, including those ordered by the Commission that were substantially higher than either the CLECs or Ameritech requested (e.g., the Occupancy Adjustment Factor set at 50 percent which will be discussed in more detail below).

The bottom line is that the CLEC filing of the Compliance Collocation Cost Model represents a comprehensive and fair interpretation of the Commission's Final Decision. In comparing the modifications made by Ameritech to those made by the CLECs, there are several significant gaps that will be discussed briefly below to facilitate the Commission understanding the issues and providing guidance on resolving any differences.

#### A. INTERCONNECTION CABLING

One of the most troubling modifications proposed by Ameritech is the removal of interconnection cabling as a collocation element that can be purchased by collocators. Ameritech reflected this change in position by simply making a notation on the output sheets of the Collocation Cost Model indicating the following: "AIT ACTIVITY TIME AND MATERIAL COSTS ARE ZERO FOR INTERCONNECTION CABLES. CLEC PLACES OWN CABLES." There are several significant problems with Ameritech's position.

*First*, this approach is completely inconsistent with Ameritech's filing in Docket No. 6720-TI-161. Ameritech's collocation cost filing *included* Ameritech's providing the interconnection cabling. This can be seen from the output sheets produced by Ameritech in its cost study filing that noted that Ameritech's costs "Includes *cable* and rack from distribution frame to collocation area."<sup>51</sup> This point is important because if Ameritech had made clear that it was not offering interconnection arrangements (including the cabling) during the cost proceeding, the CLECs would have aggressively responded to this change of policy. However, Ameritech never made such a proposal in its cost filing, only revealing this change of policy in its filing of proposed inputs for the Compliance Collocation Cost Model. This is not timely and should be rejected by the Commission.

*Second*, in discussing this issue with Ameritech, Ameritech indicates that this change of policy should be clear because its collocation cost study, which should be the source for material costs and activity times consistent with the Final Order, does not contain material costs or activity times for interconnection cabling between its distribution frame and the collocation area. However, this is simply not true. Ameritech's cost study clearly contains material costs and activity times for interconnection cabling. In Exhibit 5, in the section documenting inputs for the "Connectivity Element Backup" worksheet to the Compliance Collocation Cost Model, all of

<sup>51</sup> See "CCT-Wisconsin (6-7-00)" Workbook, "PC Summary" Worksheet, Cell F79 (emphasis added).

these interconnection cabling inputs are documented including the location within Ameritech's cost study where the material costs and activity times are located. In fact, Ameritech's cost study contained comprehensive material and activity time inputs for Voice Grade, DS1, DS3, and fiber interconnection arrangements. There was no gap between what was needed for these inputs to the Compliance Collocation Cost Model and what was available in Ameritech's cost submission. Ameritech simply wanted to change its policy regarding the offering of these arrangements.

*Third*, the Commission confirmed that it viewed the distances and the associated costs implicit in the forward-looking collocation arrangement in the Collocation Cost Model to be the basis for setting collocation costs. As such, the 165 feet (that is the average distance in the Collocation Cost Model between the Ameritech distribution frame and the collocation arrangement) has been ordered by the Commission as the distance over which interconnection arrangement costs should be established. Ameritech is attempting to undermine this aspect of the Final Order with its change of policy because it wants CLECs to pay for the interconnection cabling on an individual case basis (1) regardless of how far the interconnection arrangement may span within the Ameritech central office, and (2) rather than having definitive prices set as a result of this cost proceeding. In short, Ameritech should not be permitted to undermine the intent of the Final Order with a change of policy.

*Fourth*, it is important to understand that Ameritech's parent company, SBC, has attempted this same change of policy regarding the availability of interconnection cabling in other states, including Texas, Missouri, Oklahoma, Kansas, and Nevada. The timing of the Wisconsin cost proceeding was such that Ameritech filed its proposed costs prior to SBC attempting to implement this policy change. However, in all of these states, SBC's policy change of refusing to provide the cables has been stopped. SBC is providing interconnection cabling as part of its collocation offerings in all of these states. The bottom line is that Ameritech should not be permitted to change its policy given that this was not Ameritech's position at the time of filing its cost case in Wisconsin, is inconsistent with the inputs contained in its cost submission in Wisconsin, is inconsistent with the Final Order, and has been consistently rejected in other SBC states.

## B. DC POWER DELIVERY

Ameritech's cost submission in Docket No. 6720-TI-161 contained cost to provide "Power Provisioning" which included "Cable, Rack, BDFB, (and) Grounding."<sup>52</sup> There is no information in the Ameritech cost study as to the amperage capacity of each of these power provisioning cables. Further, a review of the testimony submitted by the parties reveals that the capacity of these cables was never discussed. The only issue was whether the BDFB should be included in this nonrecurring charge or separated out as part of the recurring charge for DC power. Ultimately, the Commission's Final Decision shows that the BDFB should be part of the recurring charge for DC power.<sup>53</sup>

<sup>52</sup> See "CCT-Wisconsin (6-7-00)" Workbook, "PC Summary" Worksheet, Cells A26 and B27.

<sup>53</sup> Final Decision, Before the Public Service Commission of Wisconsin, Case No. 6720-TI-161, *Investigation Into Ameritech Wisconsin's Unbundled Network Elements*, Item No. 21, p. 5.

The problem now is that Ameritech has decided that the capacity of the cable cost in its cost study is for only five amps of DC power. There is no basis for this extremely small capacity assumption. Typically, collocators order power in increments of anywhere from 20 amps (a minimum increment) up to around 100 amps per feed. As such, even if Ameritech had "won" its collocation cost proposal in Wisconsin, it would not have been reasonable to interpret that its costs were only for five amp power feeds. It would have been entirely impractical for CLECs to order power in these increments or for Ameritech to provision power in these increments. Even a single piece of equipment such as a SONET Add-Drop Multiplexer requires more than five amps of power and would have made it impossible to provision power between the BDFB and the collocation arrangement.

Ameritech has used this faulty assumption of power cables only providing five amps of power and has multiplied the cost by four to translate the cost to that for 20 amps (which Ameritech has agreed to offer as part of the Collocation Cost Model). As an aside, Ameritech has refused in its inputs to offer the other increments of power included in the Collocation Cost Model of 40 amps or 100 amps. Nonetheless, power cable costs do not work in the linear way that Ameritech has proposed. Cables necessary to support 20 amps of power over a certain distance do not cost four times more than cables to support five amps of power over the same distance. The cables will be larger (therefore costing more) but will not be four times larger or four times more costly (they will be proportionately much less). Further, it does not take four times as long to install 20 amp cables as to install five amp cables. The relationship Ameritech has proposed is nonsensical.

The reality is that Ameritech's cost study does not really contain costs for DC power delivery cables in a manner that can be used in the Collocation Cost Model. In fact, if the CLECs had used the costs that do exist in Ameritech's cost study, they would have produced much lower charges than what are in the Collocation Cost Model. However, because there is really not an apples-to-apples comparison between Ameritech's proposed inputs and those that are needed for the Collocation Cost Model, the most sensible thing to do is use the inputs found already in the Collocation Cost Model. These values were provided from vendor quotes. Moreover, they actually produce higher costs than using the values found in Ameritech's cost study.

### C. DC POWER CONSUMPTION

DC Power Consumption also produces some unusual issues related to applying Ameritech's inputs in the Collocation Cost Model. Specifically, Ameritech's cost model developed DC Power Consumption costs on a "fuse" amp basis. The CLECs proposed that DC Power costs be based on a "load" amp basis. This is what is reflected in the Collocation Cost Model. The Commission's Final Decision is silent on this specific issue. However, the Commission did order the use of the Collocation Cost Model and therefore, the CLECs reasonably believe that this means applying DC power on a "load" amp basis.<sup>54</sup>

The problem is that Ameritech has not properly reflected either position in its inputs to the Collocation Cost Model. Ameritech left the AC rate calculations as if they were on a "load" amp

<sup>54</sup> Id., Item No. 32, p. 7.

basis. However, Ameritech incorporated its DC power investment on a “fuse” amp basis. The resulting rate proves to be unusable. The CLECs have reconciled all inputs for AC usage, DC power plant investment, and BDFB investment on a “load” amp basis. This actually leads to the CLEC entry for DC power being higher than that entered by Ameritech. It is necessary to do this to ensure that the result is consistent with the application of the cost.

Finally, Ameritech’s proposed entry for the BDFB is not usable. Ameritech’s cost study identifies the installed cost for the BDFB and the number of fuse positions on the BDFB. Ameritech’s cost study does not identify the capacity of the BDFB in terms of amperage (which is required for use in the Collocation Cost Model). Ameritech again made assumptions regarding the capacity of the BDFB that are derived from its belief that each fuse on the BDFB will only deliver five amps of DC power. Again, this is not how BDFBs are used today by Ameritech. This five amp assumption should not be used to derive the cost for the BDFB.

Because the BDFB in Ameritech’s cost study does not have an amperage associated with it, the CLECs made a reasonable assumption of 800 amps for the BDFB. BDFBs in incumbent installations typically range between 400 amps and 1200 amps. An 800 amp BDFB reflects the midpoint for this calculation. Ameritech assumed 400 amps for its calculation. (Please note that in Texas, SBC used a 1200 amp BDFB in its cost submission, so the upper end is not unreasonable.) There is nothing definitive in the Ameritech cost study to identify the capacity of the BDFB. It is self-serving for Ameritech to assume 400 amps because this leads to the maximum investment per amp possible. The CLECs’ use of an 800 amp BDFB leads to a more accurate result.

#### **D. 25 SQUARE FOOT INCREMENTS**

There are numerous problems with Ameritech’s proposed inputs for Common Collocation. The core of these problems is that Ameritech has simply not implemented the necessary changes in the Collocation Cost Model to reflect the Final Order requirement that Shared Collocation be available in 25 square foot increments.<sup>55</sup> There were many changes in the Compliance Collocation Cost Model that were necessary to implement this change because previously the Collocation Cost Model priced Shared Collocation on a linear foot basis as opposed to a square foot basis. Nonetheless, the CLECs have made the necessary changes to implement this Final Order requirement, but it leads to significantly different inputs than those proposed by Ameritech.

#### **E. ADJACENT ON SITE COLLOCATION**

Like Shared Collocation, Ameritech virtually ignored the requirement to implement Adjacent On Site Collocation consistent with the Final Order requirement that cabling distances and splicing be priced on a per foot and per splice basis, respectively. Ameritech set some of the racking distances to one foot in the Collocation Cost Model to “unitize” these costs. However, Ameritech repeatedly missed costs that would also have to be unitized such as cable hole costs, splicing charges, and the cable itself in its modifications to the Collocation Cost Model. The

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<sup>55</sup> Id., Item No. 10, p. 4.

CLECs' Compliance Collocation Cost Model reflects all of these changes to implement the Commission's Final Decision and modifies the Adjacent On Site Collocation rate sheet to reflect the values on a per foot or per splice basis as required.<sup>56</sup>

## F. SITE CONDITIONING

Ameritech's proposed Site Conditioning costs simply do not reflect the costs that are contained in its backup work papers. To develop the costs for Site Conditioning, Ameritech has taken its costs that it claims were derived for a 50 square foot cage and applied them repeatedly to derive the cost for the Collocation Cost Model (which assumes a 550 square foot area built at one time). Ameritech has assumed that the 50 square foot cost must be applied four times for the four collocation cages contained in the 550 square foot area plus seven applications of the "additional" 50 square foot site conditioning cost for the remaining 350 square feet in the collocation cage. This amounts to an enormous Site Conditioning cost for the 550 square foot collocation arrangement – actually greater than if the Commission had adopted Ameritech's cost model.

The work papers that Ameritech provided that show how its Site Conditioning costs are derived indicate a totally different picture of the costs for Site Conditioning. *First*, the costs for site conditioning are not differentiated between an initial 50 square feet and an additional 50 square feet. Ameritech simply created this arrangement by taking an initial cost (which is not supported in the work papers) and dividing it in half. However, the costs identified in Ameritech's cost study are for an entire area – not 50 square feet in any form (initial or additional). *Second*, the information in Ameritech's site conditioning cost study shows that virtually all of the costs are for an entire collocation area – just as is assumed in the Collocation Cost Model. The amount of area that Ameritech "conditions" varies by central office, but the costs are for the entire area – not for a small subset to be attributed to a particular CLEC. The bottom line is that the CLECs took the information provided by Ameritech that showed the costs for site conditioning and divided this cost by the average area conditioned to develop an investment per square foot of conditioned space. This value, as further modified below, was used in the CLEC Compliance Collocation Cost Model.

The final modification that was incorporated was to apply a frequency that the cost was applied. The CLECs attempted to obtain information from Ameritech on how frequency was incorporated into the Ameritech costs. Ameritech has not provided this information. Nonetheless, Ameritech's assumption is that site conditioning costs apply in every central office. The Commission's Final Decision wanted Ameritech to demonstrate the real frequency that the costs actually occur.<sup>57</sup> In lieu of this missing information, the CLECs have assumed a 50 percent frequency and adjusted the costs described above with this factor.

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<sup>56</sup> Id., Item No. 14, p. 5.

<sup>57</sup> Id., Item No. 23, p. 6.

## G. SECURITY

As with Ameritech's Site Conditioning costs, Ameritech has not complied with the Commission's Final Decision regarding the details of the security costs and the frequency with which those costs must be applied.<sup>58</sup> Moreover, the limited information that Ameritech did provide regarding frequency conflicts with the Commission's instructions that costs for various forms of security should not unnecessarily be duplicated.<sup>59</sup> Specifically, the Commission ordered that if video surveillance is used, other forms of security such as computer tracking would not be necessary.<sup>60</sup> Ameritech's restatement does not reflect this requirement of the Final Decision nor does it reflect the frequency of occurrence that the Commission required.

The same document that Ameritech provided that defines the Site Conditioning costs also provides details regarding security costs. As with Site Conditioning, Ameritech's Security costs are not incurred per CLEC as Ameritech has asserted, but rather, are incurred per area that is secured. The CLECs have used this information to derive a security investment per square foot to reflect Ameritech's own data on the cost when security costs are required. Further, because Ameritech has not provided data on the frequency with which these costs will be incurred as required by the Final Decision, the CLECs have used a 50 percent factor to adjust the costs that come from Ameritech's work papers.<sup>61</sup>

## H. OTHER INPUT DIFFERENCES

There are numerous other differences between Ameritech's proposed inputs and those that have been used by the CLECs. All of these differences are noted in Exhibit 5 along with an explanation as to why the CLECs used a different value. As reflected earlier, in some cases these changes increase values proposed by Ameritech. In some cases, these changes decrease values proposed by Ameritech. The CLECs' purpose was only to implement the requirements of the Commission's Final Decision. While this report will not outline explanations for all of these differences here, Exhibit 5 provides a brief summary of the explanation in each circumstance.

## I. UNINTENDED CONSEQUENCE OF OCCUPANCY ADJUSTMENT FACTOR MODIFICATION

There is one issue where the implementation of the input ordered by the Commission in its Final Decision is not in dispute between Ameritech and the CLECs, but for which there is considerable concern that the Commission inadvertently ordered a value that created higher costs than either the CLECs or even Ameritech advocated.

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<sup>58</sup> Id., Item No. 22, p. 5.

<sup>59</sup> Id., pp. 57-58.

<sup>60</sup> Id., p. 58.

<sup>61</sup> Id., Item No. 22, p. 5.

The Commission ordered the use of an Occupancy Factor of 50 percent in its Final Decision.<sup>62</sup> The Occupancy Factor acts as a fill factor in the Collocation Cost Model. As such, applying an Occupancy Factor of 50 percent effectively takes the unit cost development within the Collocation Cost Model (without fill) and doubles the results for the development of rates. Many elements are affected by the 50 percent Occupancy Factor within the Collocation Cost Model including planning, land and building cost, cage construction cost, cable racking, security, and site conditioning.

Interestingly, the Commission noted in its Final Decision that the CLECs requested an Occupancy Factor of 75 percent.<sup>63</sup> Ameritech requested an Occupancy Factor of 100 percent.<sup>64</sup> However, without any information to support an alternative value between the two recommended by the parties, the Commission chose to implement a 50 percent Occupancy Factor – a factor that inflates costs above those recommended by Ameritech or the CLECs.

Ameritech's parent company, SBC, has been required to utilize the AT&T/WorldCom Collocation Cost Model in other states such as California, Missouri, Oklahoma, and Texas. In each case, SBC has never challenged the Occupancy Factor, leaving at the 75 percent level recommended by the CLECs. Moreover, the CLECs' understanding of Ameritech's position on the 100 percent Occupancy Factor is that Ameritech largely builds its cages as they are ordered leading to a factor approaching 100 percent. As such, the 75 percent factor recommended by the CLECs tends to favor Ameritech. The 50 percent factor ordered in the Commission's Final Decision goes considerably beyond the costs that Ameritech will incur. In the context of loop costs, the Commission expressed its desire to be able to evaluate "the accuracy and reasonableness of the compliance filing."<sup>65</sup> In the case of the Occupancy Factor, the CLECs believe that the use of a 50% factor results in unintended consequences that are not reasonable. As a result, the CLECs request that the Commission reevaluate this decision in light of the percentages requested by the parties and the significant impact on the resulting costs.

## V. SUMMARY

Regarding nonrecurring charges, this report has documented that Ameritech has failed to implement the Commission's Final Decision in several important areas primarily related to the DIP/DOP and fallout percentages. The report has identified the specific areas within Ameritech's cost studies where these problems exist, how to correct them, and the basis upon which the CLECs believe the alternative cost should be used by the Commission in compliance with its Final Decision.

The affected cost studies have been modified and attached for the Commission's review. All changes to Ameritech's cost studies have been highlighted in yellow with a comment block

<sup>62</sup> Id., Item No. 10, p. 4 and Item No. 25, p. 6.

<sup>63</sup> Id., p. 60.

<sup>64</sup> Id.

<sup>65</sup> Id., p. 188. Emphasis supplied.

indicating the basis for the changes. Finally, Ameritech's tariffs have been redlined to reflect the alternative nonrecurring charges that the CLECs believe are in compliance with the Commission's Final Decision.

Regarding collocation, the Compliance Collocation Cost Model reflects the CLECs' best efforts at complying with the Final Order. The results of the Compliance Collocation Cost Model are reflected in Exhibit 6. These are the rates that the CLECs believe should be ordered by the Commission consistent with its Final Order. Exhibit 7 is the actual Compliance Collocation Cost Model showing all of the changes implemented in the model. Finally, Exhibit 8 is the revised Site Conditioning analysis provided by Ameritech that has been restated to be based on a square foot basis consistent with the data contained in Ameritech's analysis.

**EXHIBIT 1**  
**Ameritech Wisconsin**  
**UNE Nonrecurring Cost Study**  
**Loops, Local Switching - Ports**  
**2001 Study - 6720-TI-161 Compliance**  
**(CONFIDENTIAL)**

**EXHIBIT 2**  
**Ameritech Wisconsin**  
**UNE Nonrecurring Cost Study**  
**Unbundled Local Switching - Ports**  
**UNE Cost Docket 6720-TI-161**  
**(CONFIDENTIAL)**

**EXHIBIT 3**  
**Cost Summary**  
**UNE-P Migration for Existing Combinations**  
**(CONFIDENTIAL)**

**EXHIBIT 4**  
**Redline to Ameritech Tariff**  
**P.S.C. of W. 20, Part 23, Section 4**

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1st Revised Sheet No. 2.3

Cancels

SECTION 4 - Collocation Services

Original Sheet No. 2.3

# **1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)**

## **C. TERMS AND CONDITIONS**

### **1. Standard Physical Collocation Offerings (cont'd)**

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(T)

Upon request, the Company shall provide Requesting Carrier Ameritech Physical Collocation Service ("APCS"). To the extent currently required by effective rules of the FCC, the Company will provide APCS in any Unused Space. APCS is available in increments of one hundred (100) square feet. Requesting Carrier may install a transmission node enclosure itself or may request that the Company provide such enclosure. If Requesting Carrier wishes to convert its APCS space to Shared Caged Collocation, such conversion shall be subject to (i) the terms and conditions of C.1.c. following and (ii) subject to all applicable charges to modify the APCS space, as applicable, and any applicable charges to change the Company's records and databases to reflect such conversion to Shared Caged Collocation.

(T)

### Cageless Physical Collocation

(T)

Upon request, the Company shall provide Requesting Carrier Cageless Physical Collocation. To the extent currently required by effective rules of the FCC, the Company will provide Cageless Physical Collocation in any Unused Space. The Company's standard offering of Cageless Physical Collocation is available in increments of one (1) standard bay, or single rack, of equipment (26.5 linear inch increments). If Requesting Carrier wishes to collocate a rack or bay with dimensions different than a Standard Bay or requests floor space greater than the Standard Bay Footprint Requesting Carrier shall request same via an NSCR (as defined in c.). Requesting Carrier may, at its option and expense, provide a lockable enclosure for its bay(s) so long as such enclosure does not exceed the Standard Bay dimensions. For safety purposes, in no event shall any of Requesting Carrier's equipment protrude outside of its bay.

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PART 23 - Interconnection Service for Local  
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1st Revised Sheet No. 2.4  
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Original Sheet No. 2.4

# 1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

## C. TERMS AND CONDITIONS (cont'd)

### 1. Standard Physical Collocation Offerings (cont'd)

(T)

#### Shared Caged Collocation

(T)

Upon request, the Company shall provide a Requesting Carrier Shared Caged Collocation. To the extent currently required by effective rules of the FCC, the Company will provide a Shared Caged Collocation in any Unused Space. "Shared Caged Collocation" is caged physical collocation space shared by Requesting Carrier and one or more competitive Local Exchange Carriers ("CLEC") pursuant to terms and conditions agreed upon by such carriers. Requesting Carrier may request that the Company provide Shared Caged Collocation via (i) a new request for physical collocation space whereby the carrier requesting such space allocates the requested space among the number of carriers initially requesting such space ("New Shared Collocation") or (ii) a request by Requesting Carrier to enter into a sublease arrangement with another CLEC in Requesting Carrier's existing physical collocation arrangement ("Subleased Shared Collocation").

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1st Revised Sheet No. 2.5  
Cancels  
Original Sheet No. 2.5

# 1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

## C. TERMS AND CONDITIONS (cont'd)

### 1. Standard Physical Collocation Offerings (cont'd)

(T)

#### Shared Caged Collocation (cont'd)

(T)

#### a. New Shared Collocation

(T)

New Shared Collocation is available in increments of twenty-five (25) square feet (per caged space dimensions, not per carrier). Resident Collocators shall request New Shared Collocation from the Company in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Collocator. When making New Shared Collocation available, the Company shall (i) not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating carrier and (ii) prorate the Preparation Charges incurred by the Company to construct the shared collocation cage or condition the space for collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total charges to make that space available and allocating that charge to each Resident Collocator based on the percentage of total space utilized by that carrier; provided, that the percentage of total space divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and the Company shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space.

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P.S.C. OF W. 20

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1st Revised Sheet No. 2.6  
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1st Revised Sheet No. 2.7  
Cancels  
Original Sheet No. 2.7

**1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)****C. TERMS AND CONDITIONS (cont'd)**

## 1. Standard Physical Collocation Offerings (cont'd)

(T)

Shared Caged Collocation (cont'd)

(T)

b. Subleased Shared Collocation

(T)

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As a condition to permitting another carrier to sublease space from Requesting Carrier, Requesting Carrier shall require such other carrier(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such carrier's compliance with the terms, conditions and restrictions relating to collocation contained in this Section and designates the Company as a third party beneficiary of such agreement.

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1st Revised Sheet No. 2.8  
Cancels  
Original Sheet No. 2.8

**1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)****C. TERMS AND CONDITIONS (cont'd)****1. Standard Physical Collocation Offerings (cont'd)**

(T)

**Shared Caged Collocation (cont'd)**

(T)

- c. Requesting Carrier represents and warrants to the Company that each Resident Collocator with which it shares Shared Caged Collocation space shall collocate equipment only as permitted by 10. above and which is necessary to interconnect with the Company or for access to the Company's unbundled network elements. The Company shall provide Requesting Carrier access to the Company's unbundled network elements and permit Requesting Carrier to interconnect its network with the Company from Shared Caged Collocation, regardless if Requesting Carrier was the original collocator. Requesting Carrier, however, shall have no right to request and the Company shall have no obligation to provide Requesting Carrier's Resident Collocators access to the Company's unbundled network elements or the Company's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with the Company.

(T)

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1st Revised Sheet No. 2.9  
Cancels  
Original Sheet No. 2.9

**1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)****C. TERMS AND CONDITIONS (cont'd)****1. Standard Physical Collocation Offerings (cont'd)**

(T)

**Shared Caged Collocation (cont'd)**

(T)

- d. The Collocator in a New Shared Collocation unconditionally and irrevocably undertakes and guarantees the Company the prompt and full payment of any charges assessed on the Shared Caged Collocation.

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- e. Any obligation of the Company under this Section to provide Requesting Carrier notice, information, documents or other materials shall, in a Shared Caged Collocation arrangement, be limited to the provision of such notice, information, documents or other materials to the Collocator.

(T)

(C)

PART 23 - Interconnection Service for Local  
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2nd Revised Sheet No. 9  
Cancels  
1st Revised Sheet No. 9

**1. AMERITECH PHYSICAL COLLOCATION SERVICE (APCS) (cont'd)****D. PRICES**

The APCS rate elements are the same as the rate elements for Ameritech Central Office Interconnection as set forth in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 16.5 as referenced through P.S.C. of W. No. 2, Section 16. The rates for the APCS rate elements are specified below:

Description /Billing Code/	Recurring Charge	Non-recurring Charge	
Order Charge			
-Per ACOI Application /SP1SO/	N/A	\$ 268.09	
Central Office Floor Space			
-Per 100Sq. Ft. /SP1ST/	\$ 912.54	N/A	
Central Office Build Out			
-Per Initial 100 Sq. Ft. of Floor Space Requested, Per Central Office /SP1SC/	N/A	32,205.09	
- 50% Charge	N/A	16,102.55	
- 25% Charge	N/A	8,051.27	
-Per Additional 100 Sq. Ft. of Floor Space Requested, Per Central Office	N/A	13,883.42	
- 50% Charge	N/A	6,941.71	
- 25% Charge	N/A	3,470.86	
Cable Vault Splicing			
-Per Initial Splice /SP1S1/	N/A		(D)
-Per Subsequent Splice /SP1S2/	N/A		(D)

/1/

/1/ Material now appears in Part 23, Section 4, Original Sheet No. 9.2.

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1st Revised Sheet No. 9.1  
Cancels  
Original Sheet No. 9.1

1. AMERITECH PHYSICAL COLLOCATION SERVICE (APCS) (cont'd)

D. PRICES (cont'd)

Description /Billing Code/	Recurring Charge	Non- recurring Charge
Splice Testing		
-Per Initial Splice Test /SP1T1/	N/A	\$ 44.18
-Per Additional Splice Test	N/A	2.59
Cable Pulling From Manhole to Cable Vault		
-Per First Foot /SP1V1/	N/A	XX.XX
-Per Additional Foot /SP1VA/	N/A	XX.XX
Cable Pulling From Cable Vault to Transmission Node		
-Per First Foot /SP1W1/	N/A	XX.XX
-Per Additional Foot /SP1WA/	N/A	XX.XX
Raiser Space		
-Per Foot /SP1CB/	XX.XX	N/A
Entrance Conduit		
-Per Inner Duct		
-Per Foot /SP1CA/	XX.XX	N/A
Power Consumption		
-Per Fuse AMP /SP1PA/	XX.XX	N/A
Power Delivery		
-Per Power Lead /SP1PP/	N/A	XX.XX

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1st Revised Sheet No. 9.2  
Cancels  
Original Sheet No. 9.2

1. AMERITECH PHYSICAL COLLOCATION SERVICE (APCS) (cont'd)

D. PRICES (cont'd)

Description /Billing Code/	Recurring Charge	Non- recurring Charge	
200 Conductor Electrical Cross-Connection Block -Per 200 Conductor Electrical /EPJCX/ Cross-Connection Block /EPJCX/	XX.XX	N/A	
Digital Cross-Connection Panel (DSX) -Per DSX-3 Termination (1DS3 termination) /DXZD3/	XX.XX	N/A	
-Per DSX-1 Panel (Up to 56 DS1 terminations) /DZXD1/	XX.XX	N/A	
Optical Cross-Connection Panel (OCX) -Per OCX Panel Segment /SP1PZ/	XX.XX	N/A	
Space Reservation Charge -Per Reservation Request	N/A	XX.XX	/1/

/1/ Material formerly appeared in Part 23, Section 4, Original Sheet No. 9.

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PART 23 - Interconnection Service for Local  
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1st Revised Sheet No. 9.3  
Cancels  
Original Sheet No. 9.3

**1. AMERITECH PHYSICAL COLLOCATION SERVICE (APCS) (cont'd)****D. PRICES (cont'd)**

Description /Billing Code/	Recurring Charge	Non-recurring Charge
<b>Optional Features and Functions</b>		
Transmission Node Enclosure		
- Per First 100 sq. ft. Enclosed /SPINE/	N/A	\$4,808.91
- Per Additional 100 sq. ft. Enclosed	N/A	1,899.17
Passive Bay Termination (includes Bay and Panel)		
- DS1 Termination /SP1P2/	XX.XX	N/A
- DS3 Termination /SP1P4/	XX.XX	N/A
200 Conductor Electrical Termination Block (outside Transmission Node)		
- Per Termination Block /SP1P7/	80.32	N/A
Digital Timing Source		
- Per Sync Signal Provided /SP1TP/	16.11	N/A
DS1 Repeater /SP1P5/	7.47	N/A
DS3 Repeater /SP1P6/	43.39	N/A
Diverse Riser		
- Per floor traversed /SP1RS/	N/A	584.31

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Tariff

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1st Revised Sheet No. 9.4  
Cancels  
Original Sheet No. 9.4

**1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)****F. PRICES (cont'd)**

Description /Billing Code/	Recurring Charge	Non- recurring Charge
<b>Shared Physical Collocation<sup>/1/</sup></b>		
Central Office Floor Space, per 50 Sq. Ft.	XX.XX	-
Order Charge, per Connect Order	-	XX.XX
Order Charge, per Disconnect Order	-	XX.XX
Central Office Build Out, per Initial 50 Sq. Ft.	-	XX.XX
Central Office Build Out, per Additional 50 Sq. Ft.	-	XX.XX
Transmission Node Enclosure Per Initial 50 Sq. Ft.	-	XX.XX
Per Additional 50 Sq. Ft. Enclosed	-	XX.XX
Security Photo - I.D. Card	-	XX.XX
<b>Carrier Cross-Connect Service for Interconnection<sup>/1/</sup></b>		
Collocator-to-Collocator Cable Racking, per Foot	5.27	-
Project Management Fee	-	899.96

/1/ Additional services are provided as needed from the Ameritech Physical  
Collocation Offerings section of the tariff.

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PART 23 - Interconnection Service for Local  
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2nd Revised Sheet No. 9.5  
Cancels  
1st Revised Sheet No. 9.5

**1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)****F. PRICES (cont'd)**

Description /Billing Code/	Recurring Charge	Non-recurring Charge
<b>Cageless Physical Collocation<sup>/1/</sup></b>		
Central Office Floor Space, per Standard Bay	XX.XX	-
Order Charge, per Connect Order	-	\$357.75
Order Charge, per Disconnect Order	-	9.37
Central Office Build Out, per Initial Bay	-	XX.XX
Central Office Build Out, per Additional Bay	-	XX.XX
Security Photo - I.D. Card	-	XX.XX
<b>Construction Inspection</b>		
Project Manager (for each 15 Minute interval or part thereof)	-	15.00
CPAT (for each 15 Minute interval or part thereof)	-	15.00

/1/ Additional services are provided as needed from the Ameritech Physical Collocation Offerings section of the tariff.

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## Tariff

PART 23 - Interconnection Service for Local  
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SECTION 4 - Collocation Services

3rd Revised Sheet No. 11  
Cancels  
2nd Revised Sheet No. 11

**2. AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS) (cont'd)****A. DESCRIPTION****2. Interconnection with Other Collocated Carriers**

(T)

Upon placement of a service order, the Company shall permit Requesting Carrier to interconnect its network with that of another collocating telecommunications carrier at the Company's premises by connecting its collocated equipment to the collocated equipment of the other Telecommunications Carrier ("Carrier Cross-Connect Service for Interconnection" or "CCCSI") only if Requesting Carrier and the other collocating Telecommunications Carrier's collocated equipment are used for interconnection with the Company or to access the Company's unbundled network elements. Requesting Carrier may construct its own CCCSI (using copper cable or optical fiber equipment) through the use of a Company-approved vendor, or request the Company to provide such connection between the two carriers' collocated equipment via Ameritech Cross-Connect Service ("ACCS"). If Requesting Carrier provides CCCSI, such CCCSI (i) must, at a minimum, comply in all respects with the Company's technical and engineering requirements and (ii) shall require Requesting Carrier to lease the Company cable rack and/or riser space to carry the connecting transport facility. The rates for ACCS and leasing of cable rack and riser space are set forth at B. If Requesting Carrier interconnects its network with another collocating telecommunications carrier pursuant to this Section, Requesting Carrier shall, in addition to its indemnity obligations set forth in this Section, indemnify the Company for any loss arising from Requesting Carrier's installation, use, maintenance or removal of such connection with the other collocating Telecommunications Carrier, to the extent caused by the actions or inactions of Requesting Carrier or its agents, including the other collocating carrier.

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**3. Maintenance and Repair Labor Rates**

(N)

Maintenance of Equipment

This rate element is a labor rate charged by the Company to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day. For purposes of this Tariff, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays.

(N)

**Ameritech**  
Tariff

PART 23 - Interconnection Service for Local  
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Original Sheet No. 11.1

**2. AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS) (cont'd)**

(N)

**A. DESCRIPTION****3. Maintenance and Repair Labor Rates (cont'd)**Repair of Equipment

This rate element is a labor rate charged by the Company to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day. For purposes of this Tariff, normal week-day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays.

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2nd Revised Sheet No. 12  
Cancels  
1st Revised Sheet No. 12

**2. AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS) (cont'd)****B. PRICES**

The AVCS rate elements are the same as the rate elements for the Ameritech Virtual Optical Interconnection Service (AVOIS) as set forth in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 16.5 as referenced through P.S.C. of W. No. 2, Section 16. The rates for the AVCS rate elements are specified below:

Description /Billing Code/	Recurring Charge	Non-recurring Charge
Service Order Charge		
- Per Order /SP1SO	N/A	XX.XX
Optical Line		
Entrance Facility		
- Per Foot /SP1EF/	XX.XX	N/A
Raiser		
- Space Per Foot /SP1RC/	XX.XX	N/A
- Per Fiber Termination /SP1RT/	XX.XX	N/A
Cable Vault Splicing		
- Per Initial Splice /SP1S1/	N/A	XX.XX
- Per Subsequent Splice /SP1S2/	N/A	XX.XX
Splice Testing		
- Per Initial Splice Test /SP1T1/	N/A	44.18
- Per Subsequent Splice /SP1T2/	N/A	2.59
Cable Pulling From Manhole to Cable Vault		
- Per First Foot /SP1V1/	N/A	XX.XX
- Per Additional Foot /SP1VA/	N/A	XX.XX

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1st Revised Sheet No. 12.1  
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Original Sheet No. 12.1

**2. AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS) (cont'd)****B. PRICES (cont'd)**

Description /Billing Code/	Recurring Charge	Non- recurring Charge
Optical Line (cont'd)		
Cable Pulling From Cable Vault to the LGX Panel		
- Per First Foot /SP1W1/	N/A	XX.XX
- Per Additional Foot /SP1WA/	N/A	XX.XX
Diverse Riser		
- Per floor traversed /SP1RS/	N/A	XX.XX
Equipment Bay		
- Per 7' Bay Installed (Company provided/installed) /OMUAE/	\$47.65	367.98
Equipment Bay		
- Per 7' Bay Installed (Customer provided/installed/pre-packaged) /OMUAS/	34.50	N/A
Project Management Fee		
- Per Initial 7' Bay Installed on Initial or Subsequent Order /NRBPU/	N/A	XX.XX

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PART 23 - Interconnection Service for Local  
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SECTION 4 - Collocation Services

1st Revised Sheet No. 12.2  
Cancels  
Original Sheet No. 12.2

**2. AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS) (cont'd)****B. PRICES (cont'd)**

Description /Billing Code/	Recurring Charge	Non- recurring Charge
Project Management Fee (cont'd)		
- Per Additional 7' Bay Installed on Initial or Subsequent Order /NRBPV/	N/A	\$ XX.XX
- Per Initial Shelf Installed on Subsequent Order /NRBPW/	N/A	XX.XX
- Per Additional Shelf Installed on Same Subsequent Order /NRBPW/	N/A	XX.XX
- Per Bay Rearrangement and/ Or Miscellaneous Work /NRBPZ/	N/A	1,632.71
Power Consumption		
- Per Fuse AMP /SP1PN/	XX.XX	N/A
Power Delivery		
- Per 7' Bay Installed /SP1PP/	N/A	XX.XX
200 Conductor Electrical Cross-Connection Block		
- Per 200 Conductor Electrical Cross-Connection Block /EPJCX/	XX.XX	N/A

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1st Revised Sheet No. 12.3

**2. AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS) (cont'd)****B. PRICES (cont'd)**

(C)

Description /Billing Code/	Recurring Charge	Non- recurring Charge
Digital Cross-Connection Panel (DSX)		
- Per DSX-3 Termination (1 DS3 termination) /DXZD3/	\$ XX.XX	-
- Per DSX-3 Panel (Up to 56 DS1 terminations) /DXSD1/	XX.XX	-
Optical Cross-Connection Panel (OCX)		
- Per OCX Panel Segment /SP1PZ/	XX.XX	-
Digital Timing Source		
- Per Timing Circuit Required /SP1TV/	XX.XX	-
Thru-Connect		
- Per DSX-1 to DSX-1	XX.XX	\$ XX.XX
- Per OCX to OCX	XX.XX	XX.XX
Maintenance and Repair Rates		
(1) Staffed CO During Attended Hours		
- Each 1/4 hour		
(2) Staffed CO During Unattended Hours		
- Initial 4 hours		
- Each additional 1/4 hour		
(3) Not Staffed CO/RT During Normal Business Day		
- Each 1/4 hour		
(4) Not Staffed CO/RT During Non-Normal Business Hours		
- Initial 4 hours		
- Each additional 1/4 hour		

(N)

(N)  
/1/

/1/ Material now appears on Original Sheet No. 12.4 of this Tariff.

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**2. AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS) (cont'd)****B. PRICES (cont'd)**

Description /Billing Code/	Recurring Charge	Non- recurring Charge	
Carrier Cross-Connect Service for Interconnection			/1/
Collocator-to-Collocator Cable Raking, per foot	See I.D. for rates		
Project Management Fee	See I.D. for rates		/1/

/1/ Material formerly appeared on 1st Revised Sheet No. 12.3 of this Tariff.

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2nd Revised Sheet No. 14  
Cancels  
1st Revised Sheet No. 14

### 3. AMERITECH CROSS-CONNECTION SERVICE (ACCS) (cont'd)

#### B. TERMS AND CONDITIONS

Ameritech Cross-Connection Service (ACCS) is provided under the same terms and conditions as Ameritech Cross-Connection Service for Interconnection (ACCSI) (Ameritech Operating Companies Tariff F.C.C. No. 2, Section 16.4 as referenced through P.S.C. of W. No. 2, Section 16).

#### C. PRICES

Ameritech Cross-Connection Service rates and charges for OC-3, OC-12 and OC-48 Cross-Connections are the same as the rates and charges for the OC-3, OC-12 and OC-48 Ameritech Cross-Connection Service for Interconnection rate elements as set forth in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 16.5 as referenced through P.S.C. of W. No. 2, Section 16. All other ACCS cross-connections are specified below:

Description /Billing Code/	Recurring Charge	Non-recurring Charge
2-Wire Cross-Connect /CXCT2/	\$0.38 (I)	N/A
4-Wire Cross-Connect /CXCT4/	0.41 (I)	N/A
6-Wire Cross-Connect /CXCT6/	0.45 (R)	N/A
8-Wire Cross-Connect /CXCT8/	0.47 (R)	N/A
DS1/LT1 Cross-Connect /CXCDX/	0.55 (I)	N/A
DS3/LT3 Cross-Connect /CXCEX/	2.06 (I)	N/A
OC-n Cross Connect	1.52	(N)

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PART 19 - Unbundled Network Elements and Number  
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2nd Revised Sheet No. 30  
Cancels  
1st Revised Sheet No. 30

**5. APPLICATION OF RATES**

**5.4 Service Charges**

- Service Order Charges:

Initial

This charge is applicable when ULS ports are ordered. One charge per order.

Subsequent

This charge is applicable when adding or changing service on an existing ULS port or service.

Record Order

This charge is applicable for change requests which do not involve central office work.

For the purpose of the application of Service Order Charges, ULS ports with line-side attributes are grouped, based upon the feature complexity level of the port type, into two categories: Basic and Complex. The Basic type of ports include: Residence-Only Port, All Class-or-Service Port, Ground Start Line Port and Basic Centrex Line Port. The Complex type of ports include: DID Trunk Port, ISDN-Direct Port, ISDN Prime Port, Digital Trunking Trunk Port, Centrex ISDN Port, Centrex EKL Port and Centrex Attendant Port.

(N)

(N)

- Conversion Charge

Applicable when charging from one type of line-port to another and is applied per change.

- Installation and Disconnection

The appropriate Nonrecurring Service Order Charge applies each time a telecommunications carrier initiates an installation or disconnection order, as appropriate, for ULS ports. All ports on the order must be of the same type, served out of the same central office and have the same carrier requested due date. One charge (connection or disconnection) applies per order.

(N)

(N)

/1/

/1/ Material now appears on Original Sheet No. 31 of this Tariff

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3rd Revised Sheet No. 31  
Cancels  
2nd Revised Sheet No. 31

**5. APPLICATION OF RATES (cont'd)****5.4 Service Charges (cont'd)****- Ameritech Cross-Connection Service**

Ameritech Cross-Connection Service rates, as described in Part 23, Section 4, are applicable when ULS ports are provisioned to be cross-connected to transmission equipment and/or transport provided by the telecommunications carrier or a third party and is applied per applicable port cross-connected based on the type of interface (2-wire or 4-wire, etc.).

/1/

/1/

**5.5 Service Coordination Fee**

This fee applies to each bill, per switch, that is rendered.

**5.6 Training**

Initial training of two telecommunication carrier personnel in system operation (Electronic Ordering and Maintenance Interfaces, and ULS port features) is provided at the time of initial service per switch or within 30 days of initial service.

Subsequent training charges apply, per Company person, per hour, and plus travel expenses if appropriate.

Training is performed at a Company location. A telecommunications carrier is responsible for all expenses associated with travel to and from the Company location. However, at State area locations where the Company does not have a training center, training is performed at the telecommunications carrier's location at the carrier's expense.

**5.7 ULS Usage Establishment Charge**

Note: The ULS Usage Establishment Charge applies per telecommunications carrier per switch and is applicable for usage requirements as identified under ULS Usage Application preceding. Pursuant to the direction of the Public Service Commission of Wisconsin in its Findings of Fact, Conclusion of Law and Second Order in Docket 6720-TI-120, Ameritech will not recover the ULS Usage Establishment costs as a separate charge and has reserved the right to revise the unbundled local switching rates to recover the costs associated with usage development and implementation.

/2/

/1/ Material formerly appeared on 1st Revised Sheet No. 30 of this Tariff.

/2/ Material now appears on Original Sheet No. 31.1 of this Tariff

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Portability

## SECTION 3 - Unbundled Local Switching

Original Sheet No. 31.1

**5. APPLICATION OF RATES (cont'd)**

## 5.8 Daily Usage Feed

The Daily Usage Feed provides telecommunications carriers with a record of daily usage. The Daily Usage Feed charge applies on a per message basis.

## 5.9 Port Feature Add/Change Translations Charge

The Port Feature Add/Change Translations Charge applies per feature per port per occasion. One charge applies to each feature or function that is added or changed as requested by the telecommunications carrier. Examples of features and functions are as follows: change line class code, add or change a hunting, add or change a custom calling feature, add or change a Centrex station feature, add or change a Centrex call pick-up group member, add or change attendance console features, add or change a button feature assignment, etc.

The initial (1st) feature per port per order charge applies to the first feature that is added or changed.

The additional (each) feature per port per order applies to each feature that is added or changed and applies after the first feature is added or changed.

## 5.10 Network Routing

The Network Routing charge is assessed to each telecommunications carrier on a per route, per switch basis.

## 5.11 Trunk Order Development

The Trunk Order Development charge is assessed to each telecommunications carrier on a per switch basis. If a telecommunications carrier has previously been assessed this charge for a particular switch, then this charge will not apply again to that telecommunications carrier for that switch.

## 5.12 Billing Development

The Billing Development charge is assessed to each telecommunications carrier on a per switch basis. If a telecommunications carrier has previously been assessed this charge for a particular switch, then this charge will not apply again to that telecommunications carrier for that switch.

/1/ Material formerly appeared on 2nd Revised Sheet No. 31 of this Tariff.

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5th Revised Sheet No. 32

Cancels

SECTION 3 - Unbundled Local Switching

4th Revised Sheet No. 32

**6. RATES AND CHARGES**

## 6.1 ULS Charges

Non- Recurring Install Charge	Non- Recurring Disconnect Charge	Monthly Charge
--	---	-------------------

(C)

(C)

A. Custom Routing

	\$310.25 (I)	-	(N)	-
Per new LCC, per switch				
Custom Routing of OS or DA via AIN (only for use with ULS-ST)				
New Custom OS or DA Route for ULS-ST per carrier, per switch, per route	\$129.08	-		-

B. ULS Ports

Basic Line Ports:

Residence-Only port, per port	\$34.454.08 (	\$11.300.72	\$	3.06 (R)	
All Class-of-Service port, per port	R)	11.300.72		3.06	
	34.454.08 (R				
Ground Start Line Port, per port	)	11.300.72		3.06	
ISDN-Direct Port, per port		41.4330.6		11.02 (R)	
per telephone number	34.454.08 (R	-		.04 (I)	
DID Trunk Port, per port	)	41.4330.6		22.87 (I)	
per telephone number	103.6087.89	-		.04 (I)	
add/rearrange each termination	(I)	11.18		-	
ISDN Prime Trunk Port, per port	-	41.4330.6		178.93 (I)	
per telephone number	103.6089.89	-		.04 (I)	
add/rearrange channels	(I)	11.18		-	
Digital Trunking Trunk Port, per port	-				(C)
	19.27 (R)	41.4330.6		187.29 (I)	
ULS Trunk Port, per DS1 port,	103.6087.89	-		187.15 (N)	
per initial order, per route	(I)	230.64		-	
Add/rearrange, per DS0	-	-		-	
termination	19.27 (R)	-			
per DS0 termination				4.59	
Centrex Basic Line Port, per port	103.6087.89	11.300.72		3.06 (R)	
Centrex ISDN Line Port, per port	(R)	41.4330.6		11.02	
Centrex EKL Line Port, per port	-	41.4330.6		6.00	
Centrex Attendant Console Line	421.07 (R)				/1/
Port, per port	26.45	41.4330.63		8.35 (R)	
	-	(N)			
	34.454.08 (R				
	)				
	103.6087.89				
	(I)				
	103.6087.89				
	(I)				
	103.6087.89				
	(R)				

/1/ Material now appears on 3rd Revised Sheet No. 33 of this Tariff

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3rd Revised Sheet No. 33  
Cancels  
2nd Revised Sheet No. 33

**6. RATES AND CHARGES (cont'd)****6.1 ULS Charges (cont'd)**

	Non- Recurring Install Charge	Non- Recurring Disconnect Charge	Monthly Charge	(C)
C. Centrex System Charges				/1/
System Feature, per common block	-	-	\$454.30 (I)	
Common Block establishment, each	\$109.90 (R)	\$85.50	-	
System features change or rearrangement, per feature, per occasion	64.73 (I)	-	-	
System feature activation, per feature, per occasion	205.22 (R)	85.33 (N)	-	/1/

**6.2 Service Charges:**

## Service Ordering Charges

- Initial

Basic port, per occasion	<del>2,330.06</del>	<del>760.04</del>	-	(C)
Complex port, per occasion	23.76 (R)	3.73	-	(N)
Trunk port, per occasion	18.57 (N)	8.66	-	

- Subsequent

Basic port, per occasion	<del>2,330.06</del>	<del>760.04</del>	-	(C)
Complex port, per occasion	23.76 (N)	3.73	-	(N)
Trunk port, per occasion	18.57 (N)	8.66	-	(N)

- Record Order

Basic port, per occasion	<del>960.04</del>	-	-	(C)
Complex port, per occasion	<del>960.04</del>	-	-	(N)
Trunk port, per occasion	<del>960.04</del>	-	-	(N)

## Conversion Charge

- change from one type of line-port to another per each changed				
- Basic Port, Complex Port, Trunk Port, per port	34,424.09 (R)	-	-	
- Conversion Service Order	)	- (N)	-	
	<del>1,450.06</del>			/2/

/1/ Material formerly appeared on 4th Revised Sheet No. 32 of this Tariff.

/2/ Material now appears on 2nd Revised Sheet No. 34 of this Tariff

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2nd Revised Sheet No. 34  
Cancels  
1st Revised Sheet No. 34

## 6. RATES AND CHARGES (cont'd)

	Non- Recurring Install Charge	Non- Recurring Disconnect Charge	Monthly Charge	(C) (C) /2/
6.2 Service Charges: (cont'd)				
Ameritech Cross-Connection Service per carrier transport facility,				
- 2-Wire (Line port), each		See Part 23, Section 4		
- DS1 (Trunk Port), (each individual trunk)		See Part 23, Section 4		
6.3 Service Coordination Fee				
- per carrier bill, per switch.	-	-	\$1.84 (I)	
6.4 Subsequent Training				
- per Company person, per hour	\$77.10 (I)			
6.5 ULS Usage Establishment Charge				
- Not Applicable. See Note shown in Paragraph 5.7 preceding				
			<u>Minute-of-Use</u>	
6.6 ULS Usage				
- Per minute-of-use or fraction thereof			\$ .00 <sup>/1/</sup>	/2/
			<u>Message</u>	
6.7 Daily Usage Feed				
- per Message			\$ .000555 (R)	

/1/ In addition to the ULS Usage Minute-of-Use charge, Access charges apply as specified in the First Report and Order of the Federal Communications Commission in CC Docket No. 96-98, released August 8, 1996.

/2/ Material formerly appeared on 2nd Revised Sheet No. 33 of this Tariff.

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**6. RATES AND CHARGES (cont'd)**

	Nonrecurring Install Charge	Nonrecurring Disconnect Charge	(N)
<b>6.8 Port Feature Add/Change Translation Charge</b>			
Initial (1st) feature per port per order			
Basic	\$ .05	\$ .05	
Simple Centrex	1.25	.85	
COPTS	1.11	.48	
PBX	51.24	37.15	
Complex Centrex	30.67	27.39	
DID/Digital Trunk	62.12	21.35	
ISDN-Direct	123.62	57.37	
ISDN-Prime	61.50	28.32	
Additional (each) feature per port per order			
Basic	\$ .03	\$ .03	
Simple Centrex	.29	.33	
COPTS	.23	.16	
PBX	6.89	7.99	
Complex Centrex	5.57	5.38	
DID/Digital Trunk	3.05	3.54	
ISDN-Direct	9.51	11.03	
ISDN-Prime	3.02	3.50	
<b>6.9 Network Routing, per route, per switch</b>	19.27	11.18	
<b>6.10 Trunk Order Development, per customer per switch</b>	59.34	-	
<b>6.11 Billing Development, per customer, per switch</b>	128.44	-	(N)

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SECTION 5 - Unbundled Tandem Switching

2nd Revised Sheet No. 9  
Cancels  
1st Revised Sheet No. 9

# 1. UNBUNDLED TANDEM SWITCHING (cont'd)

## D. PRICES

The UTS Trunk Port (1/24th of the capacity of a DS1 trunk termination) monthly rate applies per each installed DS0 level trunk termination; the UTS Trunk Port nonrecurring charge is applicable once and applied to the initial order and on a per route basis. For each subsequent group of 24 UTS trunk ports requested by a telecommunication carrier per route, an additional nonrecurring charge shall apply. The subsequent changes nonrecurring charge is applied per DS0 termination and is applicable to subsequent additions to a route, up to and including 24 DS0 terminations on a per route basis.

### Installation and Disconnection Requests

The appropriate installation or disconnection charge applies each time a telecommunications carrier initiates an order for an Unbundled Tandem Switch Trunk Port. All trunk ports on the order must be the same type, served out of the same central office and have the same carrier requested due date. The Unbundled Tandem Switch Trunk Port Charge applies per trunk port, and the Service Order Charge applies per order.

(N)

(N)

## 1. Service Elements

Description	Non-Recurring Install Charge	Non-Recurring Disconnect Charge	Monthly Rate
Unbundled Tandem Switch Trunk Port (DS1)	\$683.12	-	\$78.47 (I)
Service Charge (per UTS port)	18.57 (R)	8.66 (N)	-
Subsequent Changes (per trunk group)	19.27 (R)	11.18 (N)	-
Trunk Translations, Features	152.07	120.14	
DS-1 Cross-Connect	See Part 23, Section 4		
	<u>Per Minute</u>		
Usage (without tandem trunk ports)		.000347 (R)	

(C)

(C)

(N)

UTS Usage Application

Application of the usage rate is based upon an assessment of the usage jurisdiction of the originating and terminating trunks. Applicable usage charges including Switched Access are applied to the UTS trunk.

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4th Revised Sheet No. 17  
Cancels  
3rd Revised Sheet No. 17

**5. APPLICATION OF RATES (cont'd)****5.1 Types of Rates and Charges (cont'd)****C. Usage Rates**

Usage rates are recurring rates that apply per each minute-of-use or fraction thereof that a Shared Company Transport Interoffice Transport Facility with the minute-of-use option is in use. Usage rates are accumulated over a monthly period. For billing purposes, each month is considered to have 30 days.

**D. Installation and Disconnection Request Charges**

The appropriate installation or disconnection charge applies each time a telecommunications carrier initiates an order for Unbundled Interoffice Transport.

(N)  
|  
(N)

**5.2 Rate Areas**

Rate areas are applicable to DS1 (1.544 Mbps) and DS3 (44.736 Mbps) facilities described in this section. Each Company Wire Center has been assigned to a rate area as described in Section 7.7 of Tariff F.C.C. No. 2. Entrance Facility, Interoffice Mileage and Interoffice Mileage Termination rates are dependent upon the zone assignment of the Wire Center. Interoffice mileage that is computed between wire centers in different rate zones will be assessed the rates in the higher rate zone. Multiplexing rates will be determined by the location of the multiplexing arrangement.

**5.3 Mileage Measurement**

The mileage to be used to determine the Interoffice Mileage and Tandem-Switched Facility charges is calculated on the airline distance, using the V&H coordinates method. This method is set forth in the Exchange Carrier Association Tariff F.C.C. NO. 4 for Wire Center Information (V&H coordinates). To determine the amount to be billed, first compute the mileage using the V&H coordinates method. If the calculation results in a fraction of a mile, round up to the next whole mile.

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2nd Revised Sheet No. 18  
Cancels  
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**6. RATES AND CHARGES****A. DS1 Rates**

	USOC	Monthly
1. Entrance Facility		
- Per Point of Termination		
Terminating Bit Rate 1.544 Mbps		
Zone 1	UEYB1	\$ 62.64 (R)
Zone 2	UEYB2	70.24 (I)
Zone 3	UEYB3	104.32 (I)
2. Interoffice Mileage Termination		
- Per Point of Termination		
- 1.544 Mbps		
Zone 1	CZ4X1	20.02 (I)
Zone 2	CZ4X2	20.02 (I)
Zone 3	CZ4X3	20.02 (I)
Interoffice Mileage		
- Per Mile		
- 1.544 Mbps		
Zone 1	1YZX1	2.38 (R)
Zone 2	1YZX2	2.38 (R)
Zone 3	1YZX3	2.38 (R)
3. Tandem-Switched Termination		
- Per Minute-of Use	Apply Tandem-Switched Termination Rate contained in Tariff F.C.C. No.2, Section 6.9.1(A)	
Tandem-Switched Facility		
- Per Minute-of-Use	Apply Tandem-Switched Termination Rate contained in Tariff F.C.C. No.2, Section 6.9.1(A)	
- Per Mile		

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3rd Revised Sheet No. 19  
Cancels  
2nd Revised Sheet No. 19

## 6. RATES AND CHARGES (cont'd)

## A. DS1 Rates (cont'd)

	USOC	Monthly Rate	Nonrecurring Install Charge	Nonrecurring Disconnect Charge
4. Optional Features and Functions				
<u>Clear Channel Capability</u>				
Per 1.544 Mbps Circuit Arranged				
Zone 1	CLYX1	None	\$283.15 (R)	\$66.74
Zone 2	CLYX2	None	283.15 (R)	66.74
Zone 3	CLYX3	None	283.15 (R)	66.74
<u>Interconnection Central Office Multiplexing</u>				
DS1 to Voice/Base Rate/128.0, 256.0, 384.0 Kbps Transport				
Zone 1	QMVX1	\$371.46 (I)	-	-
Zone 2	QMVX2	371.46 (I)	-	-
Zone 3	QMVX3	371.46 (I)	-	-

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2nd Revised Sheet No. 20  
Cancels  
1st Revised Sheet No. 20

**6. RATES AND CHARGES (cont'd)****B. DS3 Rates**

	USOC	Monthly Rate
1. Entrance Facility		
- Per Point of Termination		
DS3 with Electrical interface		
- Per Termination		
Zone 1	UEYC1	\$734.40 (R)
Zone 2	UEYC2	741.00
Zone 3	UEYC3	756.91 (R)
2. Interoffice Mileage Termination		
- Per Point of Termination		
Zone 1	CZ4X1	207.19 (I)
Zone 2	CZ4X2	207.19
Zone 3	CZ4X3	207.19 (I)
Interoffice Mileage		
- Per Mile		
Zone 1	1YZX1	35.87 (R)
Zone 2	1YZX2	35.87
Zone 3	1YZX3	35.87 (R)

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2nd Revised Sheet No. 21  
Cancels  
1st Revised Sheet No. 21

**6. RATES AND CHARGES (cont'd)****B. DS3 Rates (cont'd)**

	USOC	Monthly Rate
<b>3. Optional Features and Functions</b>		
<u>Interconnection - Central Office</u>		
<u>Multiplexing</u>		
- Per Arrangement		
- DS3 to DS1		
Zone 1	QM3X1	\$512.78 (I)
Zone 2	QM3X1	512.78
Zone 3	QM3X1	512.78 (I)

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2nd Revised Sheet No. 22  
Cancels  
1st Revised Sheet No. 22

## 6. RATES AND CHARGES (cont'd)

## C. OC-3 Rates

	USOC	Monthly	Nonrecurring Install Charge	Nonrecurring Disconnect Charge
1. Entrance Facility, Per Point of Termination Terminating Bit Rate 155.52 Mbps	TMECS	\$731.14 (I)	-	-
2. Interoffice Mileage Termination - Per Point of Mileage Termination 155.52 Mbps	CM6	264.24 (R)	-	-
Interoffice Mileage - Per Mile 155.52 Mbps	1L5XX	40.06 (R)	-	-
3. Optional Features and Functions				
<u>OC-3 Add/Drop Multiplexing</u>				
- Per arrangement	MPECX	570.89 (R)	-	-
<u>Add/Drop Function</u>				
- Per DS3 Add or Drop	MXJBX	174.38 (I)	-	-
- Per DS1 Add or Drop	MXJAX	6.13 (R)	-	-
<u>Cross-Connection of Services OC-3 to OC-3 Cross-Connect</u>	OCCCCX	1.45 (R)	-	-
<u>1+1 Protection</u>				
- Per OC-3 Entrance Facility	P8T	.00 (R)	-	-
<u>1+1 Protection with Cable Survivability</u>				
- Per OC-3 Entrance Facility	P3S	.00 (R)	\$3,178.42 (I)	-

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2nd Revised Sheet No. 23  
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1st Revised Sheet No. 23

**6. RATES AND CHARGES (cont'd)**

## C. OC-3 Rates (cont'd)

	USOC	Monthly	Nonrecurring Install Charge	Nonrecurring Disconnect Charge	(C)
3. Optional Features and Functions (cont'd)					(T)
<u>1+1 Protection with Route Survivability</u>					(T)
- Per OC-3 Entrance Facility	P8T	Apply Rates and Charges as P8T above plus (2) below			(T)
- Per Quarter Route Mile	S2DXY	\$2.96 (R)	-	-	(C)

## D. OC-12 Rates

	USOC	Monthly Rate	
1. Entrance Facility			(T)
- Per Point of Termination Terminating Bit Rate 622.08 Mbps	TMECS	\$1,623.06 (I)	
2. Interoffice Mileage Termination			(T)
- Per Point of Mileage Termination 622.08 Mbps	CM6	1,097.45 (I)	
Interoffice Mileage			
- Per Mile 622.08 Mbps	1L5XX	215.13 (R)	
3. Optional Features and Functions			(T)
<u>OC-12 Add/Drop Multiplexing</u>			(T)
- Per arrangement	MPEDX	908.52 (I)	
<u>Add/Drop Function</u>			(T)
- Per OC-3 Add or Drop	MXJCX	97.39 (R)	
- Per DS3 Add or Drop	MXJBX	73.16 (I)	

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2nd Revised Sheet No. 24  
Cancels  
1st Revised Sheet No. 24

## 6. RATES AND CHARGES (cont'd)

## D. OC-12 Rates (cont'd)

	USOC	Monthly	Nonrecurring Install Charge	Nonrecurring Disconnect Charge	(C)
3. Optional Features and Functions (cont'd)					
<u>Cross-Connection of Services OC-12 to OC-12 Cross-Connect</u>					
- Per Circuit	OCCDX	\$1.45 (R)	-	-	(C)
<u>1+1 Protection</u>					
- Per OC-12 Entrance Facility	P8T	.00 (R)	-	-	(C)
<u>1+1 Protection with Cable Survivability</u>					(T)
- Per OC-12 Entrance Facility	P3C	.00 (R)	\$3,178.42 (I)		(T)
<u>1+1 Protection with Route Survivability</u>					(T)
- Per OC-12 Entrance Facility	P8T	Apply Rates and Charges as P8T above plus (2) below			(T)
- Per Quarter Route Mile	S2DXY	\$3.20 (R)	-	-	(T)
					(C)

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2nd Revised Sheet No. 25  
Cancels  
1st Revised Sheet No. 25

**6. RATES AND CHARGES (cont'd)****E. OC-48 Rates**

	USOC	Monthly Rate	(C)
1. Entrance Facility			(T)
- Per Point of Termination Terminating Bit Rate 2488.32 Mbps	TMECS	\$4,419.43 (I)	
2. Interoffice Mileage Termination			(T)
- Per Point of Mileage Termination 2488.32 Mbps	CM6	2,175.62 (I)	
Interoffice Mileage			
- Per Mile 2488.32 Mbps	1L5XX	241.39 (R)	
3. Optional Features and Functions			(T)
<u>OC-48 Add/Drop Multiplexing</u>			(T)
- Per arrangement (not to exceed 12 DS3s or equivalent)	MXRFX	329.58 (R)	
<u>Add/Drop Function</u>			(T)
- Per OC-12 Add or Drop	MXJEX	260.82 (R)	
- Per OC-3 Add or Drop	MXJCX	97.39 (R)	
- Per DS3 Add or Drop	MXJBX	64.65 (I)	

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1st Revised Sheet No. 26

## 6. RATES AND CHARGES (cont'd)

## E. OC-48 Rates (cont'd)

	USOC	Monthly	Nonrecurring Install Charge	Nonrecurring Disconnect Charge	(C)
3. Optional Features and Functions (cont'd)					
<u>Cross-Connection of Services OC-48 to OC- 48 Cross-Connect</u>					
- Per Circuit	OCCFX	\$1.45 (R)	-	-	(C)
<u>1+1 Protection</u>					
- Per OC-48 Entrance Facility	P8T	.00 (R)	-	-	(C)
<u>1+1 Protection with Cable Survivability</u>					(C)
- Per OC-48 Entrance Facility	P3S	.00 (R)	\$3,178.42 (I)		(C)
<u>1+1 Protection with Route Survivability</u>					
- Per OC-48 Entrance Facility Channel	P8T	Apply Rates and Charges as P8T above plus (2) below			
- Per Quarter Route Mile	S2DXY	\$12.77 (R)	-	-	(C)

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5th Revised Sheet No. 27  
Cancels  
4th Revised Sheet No. 27

## 6. RATES AND CHARGES (cont'd)

## G. Installation and Rearrangement Charges

	Nonrecurring Install Charge	Nonrecurring Disconnect Charge	(D) (D) (N) (N) (D)
DS1 Service			
- 1.544 Mbps			
Service Order Charge, per order			(N)
Zone 1	\$ 2.57	.95	
Zone 2	2.57	.95	
Zone 3	2.57	.95	(N)
DS1 Entrance Facility Provisioning, per circuit	302.14	158.00	(N)
DS1 Interoffice Facility Provisioning, per circuit	218.25	94.28	(N)
DS3 Service			
- 44.736 Mbps			
Service Order Charge, per order			(N)
Zone 1	2.57	.95	
Zone 2	2.57	.95	
Zone 3	2.57	.95	(N)
DS3 Entrance Facility Provisioning, per circuit	311.49	167.76	(N)
DS3 Interoffice Facility Provisioning, per circuit	207.99	94.28	(N)
OC-3 Service			
- 155.52 Mbps			
Service Order Charge, per order	2.57	.95	(N)
OC3 Entrance Facility Provisioning, per circuit	348.31	163.42	
OC3 Interoffice Facility Provisioning, per circuit	220.30	94.28	(N)

/1/

/1/ Material now appears on Original Sheet No. 28 of this Tariff

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Original Sheet No. 28

## 6. RATES AND CHARGES (cont'd)

### G. Installation and Rearrangement Charges (cont'd)

	Nonrecurring Install Charge	Nonrecurring Disconnect Charge	
OC-12 Service			/1/
- 622.08 Mbps			/1/
Service Order Charge, per order	2.57	.95	(N)
OC12 Entrance Facility Provisioning, per circuit	348.31	163.42	
OC12 Interoffice Facility Provisioning, per circuit	220.30	94.28	(N)
OC-48 Service			/1/
- 2488.32 Mbps			/1/
Service Order Charge, per order	2.57	.95	(N)
OC48 Entrance Facility Provisioning, per circuit	348.31	163.42	
OC48 Interoffice Facility Provisioning, per circuit	220.30	94.28	(N)

/1/ Material formerly appeared on 4th Revised Sheet No. 27 of this Tariff.

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PART 19 - Unbundled Network Elements and Number  
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SECTION 21 - Unbundled Local Switching with  
Shared Transport

1st Revised Sheet No. 45  
Cancels  
Original Sheet No. 45

# 1. UNBUNDLED LOCAL SWITCHING WITH SHARED TRANSPORT (ULS-ST) (cont'd)

## F. PRICES (cont'd)

### 1. Service Elements

Description	Per Message Charge	Per minute-of-use or fraction thereof
ULS-ST Daily Usage Feed	Refer to Section 3	
ULS Usage (for ULS-ST) <sup>/1/</sup>	-	\$ .00 (R)
ULS-ST Blended Transport Usage	-	0.000740 (R)
ULS-ST Common Transport Usage	-	0.000545 (R)
ULS-ST Tandem Switching Usage	-	0.000253 (R)
ULS-ST Reciprocal Compensation	-	.00 (R)
ULS-ST SS7 Signaling Transport	\$0.000048 (R)	-

/1/ ULS-ST Switch Usage charges are included in the ULS-ST Port charges.

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PART 23 - Interconnection Service for Local  
Telecommunications Carriers  
SECTION 3 - Database Access

4th Revised Sheet No. 8  
Cancels  
3rd Revised Sheet No. 8

**1. EMERGENCY NUMBER SERVICE ACCESS (ENSA) (cont'd)****E. PRICES**

ENSA is provided on a 12-month term which is automatically renewed upon expiration, unless canceled by either party, as defined in any applicable agreement or by law.

Dedicated DS1 facilities are required for the transport of 9-1-1 calls from the Carrier's serving end office/interconnection point to the Ameritech designated 9-1-1 Selective Router switch. A minimum of one dedicated DS1 is required to each designated Ameritech 9-1-1 Selective Router Switch although not all channels have to be activated. Standard tariff rates shall apply for all Ameritech facilities leased by Carrier.

The prices for diversity will be determined on a case by case basis.

**1. Service Elements**

Description /Billing Code/	Nonrecurring Charge	Monthly Price
9-1-1 Selective Router Interconnection		
• Digital DS1 Interface	\$ 947.37 (R)	\$256.17 (R)
• Each DS0 installed	494.06 (R)	-
• Analog Channel Interface	567.38 (R)	20.22 (R)
ANI/ALI/SR and Database Management		
• per 100 records, rounded up to the nearest 100	11.05 (R)	117.30 (R)
9-1-1 Selective Router Switch Administration		
• per Selective Router	1,783.13 (R)	4.65 (R)

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SECTION 2 - Unbundled Loops and HFPL

1st Revised Sheet No. 12  
Cancels  
Original Sheet No. 12

**1. UNBUNDLED LOOPS (cont'd)****B. DEFINITIONS (cont'd)****HFPL (cont'd)****HFPL: Splitter Ownership and Responsibilities (cont'd)****Option 2 - Company Ownership of Splitter Equipment**

The Company voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein. This voluntary offering, in place since June 2000, is subject to withdrawal or discontinuation by the Company at any time at the Company's sole discretion. The Company will determine where such Company-owned splitters will be located in each central office. Company-owned splitters will be placed in a common area accessible to CLECs if space is available. Upon CLEC's request, Company will perform testing and repair at the Company-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by the Company, CLEC shall pay the Company for such testing at the rates on a time and materials basis. CLEC will not be permitted direct physical access to the MDF or the IDF for testing.

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1st Revised Sheet No. 30  
Cancels  
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**1. UNBUNDLED LOOPS (cont'd)****E. RATE APPLICATION**

Loop Rates and Charges are shown in **PRICES** following. Rates are applied as follows:

**Analog Loops****Service Order Charges**

Service Order Nonrecurring Charges apply for the receiving, recording and processing of information necessary to execute a telecommunications carrier's request for installation, disconnection, and subsequent activity. Unless otherwise specified, the appropriate Service Order Charge is in addition to any other nonrecurring charge that may be applied for the equipment or service furnished.

**Establish Service Order Charge**

Establish Service Order Charge applies when a telecommunications carrier initiates an order for an analog loop. This charge applies per occasion per order per telecommunications carrier's end user location.

**Service Order Add or Change Charge**

This charge is applicable when adding or changing service on an existing analog loop. This charge applies per occasion per order per telecommunications carrier's end user location.

**Record Work Charge**

This charge applies to a subsequent request that involves only record activity.

**Line Connection**

A connection (i.e. installation and disconnection) charge applies to each analog loop on the order.

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1st Revised Sheet No. 31  
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Original Sheet No. 31

**1. UNBUNDLED LOOPS (cont'd)****E. RATE APPLICATION****Digital Loops****Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or disconnection of elements and rearrangements of installed elements). The nonrecurring charges that apply are as follows:

Loop Provisioning - applies when a telecommunications carrier initiates an order for installation or for disconnection, requires engineering design, changes at the Company wire center or changes at the telecommunications carrier's end user location. This charge applies per carrier order regardless of the number of digital loops on the order.

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**HFPL****Service Order Charges**

Service Order Nonrecurring Charges apply for the receiving, recording and processing of information necessary to execute a telecommunications carrier's request for installation, disconnection, and subsequent activity. Unless otherwise specified, the appropriate Service Order Charge is in addition to any other nonrecurring charge that may be applied for the equipment or service furnished.

**Service Order Establish Charge**

The Establish Service Order Charge, as appropriate, applies when a telecommunications carrier initiates an order for an HFPL. This charge applies per occasion per order per telecommunications carrier's end user location.

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Cancels  
1st Revised Sheet No. 35

**1. UNBUNDLED LOOPS (cont'd)****F. PRICES**

Description	Monthly Rate		
	Rate Group <sup>/1/</sup>		
	A	B	C
<b>Analog</b>			
- 2-Wire Interface Loop Basic	\$ 10.63 (R)	\$ 11.69 (I)	\$ 13.91 (I)
PBX Ground Start	13.33 (I)	14.65 (I)	16.10 (I)
COPTS Coin	11.16	12.37	14.42 (N)
- Electronic Key Line (EKL) Interface Loop <sup>/2/</sup>	17.50 (I)	19.00 (I)	19.33 (I)
- 4-Wire Interface Loop	27.82 (I)	30.54 (I)	33.07 (I)
<b>Digital</b>			
- 2-Wire 160 Kbps (ISDN-BRI) Interface Loop <sup>/2/</sup>	16.05 (I)	18.12 (I)	20.24 (I)
- 2-Wire 144 Kbps (IDSL) Interface Loop <sup>/2/</sup>	16.05 (I)	18.12 (I)	20.24 (I)
- 4-Wire 1.544 Mbps Interface Loop <sup>/2/</sup>	62.64 (R)	70.24 (I)	104.32 (I)
- 2-Wire ADSL/HDSL Compatible Interface Loop <sup>/2/</sup>	10.40 (R)	11.20 (I)	12.53 (I)
- 4-Wire HDSL Compatible Interface Loop <sup>/2/</sup>	20.66 (R)	22.21 (R)	24.87 (I)
- DS3 Loop	804.77	923.97	952.45 (N)

/1/ Rate Groups, listed by Exchange, are shown in **RATE GROUPS** following.

/2/ For situations where the transmission characteristics cannot be met, distance extension will be provided based upon Special Construction Charges.

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Cancels  
Original Sheet No. 36

## 1. UNBUNDLED LOOPS (cont'd)

## F. PRICES (cont'd)

Description	Nonrecurring Charge		Monthly Price	
	Install	Disconnect		
Service Order Charges:				
Analog/Digital:				(T)
- Initial, per occasion	\$0.08	0.04	-	
- Add or change, per occasion	<del>1.600.</del>	-	-	
- Record Work Only, per occasion	<del>0.960.</del>	-	-	(T)
Line Connection Charges, per termination	<del>24.697.9</del> 9	2.22 -	- -	
Loop Provisioning, per order:				(N)
DS0 Service		81.59NA	-	
DS1 Service	<del>106.86NA</del>	<del>153.75NA</del>	-	
DS3 Service	<del>308.12NA</del>	<del>167.76NA</del>	-	
	<del>326.46NA</del>			
Service Order Charges, per order:				
DS0 Service		0.95		
DS1 Service	2.57	0.95		
DS3 Service	2.57	0.95		(N)
	2.57			/1/

/1/ Material now appears on Original Sheet No. 36.1 in this Section.

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## SECTION 2 - Unbundled Loops and HFPL

Original Sheet No. 36.1

## 1. UNBUNDLED LOOPS (cont'd)

(N)

**F. PRICES (cont'd)**

Description	Nonrecurring Charge	Monthly Price	
Service Coordination Fee per carrier bill, per central office	-	\$ 1.16	/2/ /2/
DS3 C.O. Cross-Connect	-	28.04	
Ameritech Cross-Connect Service Charge per loop cross-connected (based on the interface type) to Transmission equipment and/or transport provided by the telecommunications carrier or third party.			/2/
	See Part 23, Section 4		
xDSL Loop Conditioning Charges per xDSL loop/HFPL UNE:			
Load Coil, Excessive Bridge Tap and Repeater Removal >12 Kft. To 17.5 Kft. <sup>/1/</sup>	-	\$0.77	
	(D)		
	(D)		
	(D)		
	(D)		
	(D)		
	(D)	-	
	(D)	-	/2/ (N)

/1/ This charge applies to every xDSL-capable loop and HFPL UNE regardless of whether conditioning is performed on the particular loop and is designed to recover the cost of conditioning loops between 12 Kft. and 17.5 Kft. Load coils, repeaters and excessive bridged tap are removed from loops under 12 Kft. at no charge.

/2/ Material formerly appeared on Original Sheet No. 36 in this Section.

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1st Revised Sheet No. 37  
Cancels  
Original Sheet No. 37

**1. UNBUNDLED LOOPS (cont'd)****F. PRICES (cont'd)**

Description	Nonrecurring Charge		Monthly Price	
	Install	Disconnect		
<b><u>HFPL</u></b>				
1/2 Loop Charge (Areas A, B and C)	-	-	-	(R)
- OSS Modification Charge	-	-	\$0.88	(R)
- Cross Connect Charge	-	-	0.64	(R)
- Line-at-a-time Company-Owned Splitter	-	-	1.52	(R)
HFPL Cross Connect Configuration Charge				
Company-Owned Splitter	49.90 (R)	\$56.08 (N)	-	
CLEC-Owned Splitter Integrated	41.64 (R)	50.87 (N)	-	
Non-Integrated	41.64 (R)	50.87 (N)	-	
Manual Loop Qualification Charge	27.28 (I)	-	-	
Detailed Manual Loop Qualification Charge	TBD <sup>/1/</sup>	-	-	
Mechanized Loop Qualification	TBD <sup>/1/</sup>	-	-	
Service Ordering Charges:				
Establish, per occasion	0.08 (R)	0.04 (N)	-	
Add or Change, per occasion	1.60 (R)	-	-	
Record Work Only, per occasion	.96	-	-	(N)

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PART 19 - Unbundled Network Elements and Number  
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SECTION 16 - Unbundled Sub-Loops1st Revised Sheet No. 3  
Cancels  
Original Sheet No. 3**1. UNBUNDLED SUB-LOOPS (cont'd)****A. DESCRIPTION****Service Description (cont'd)**

Sub-loop connection points are

- Central Office (CO) (T)
- Remote Terminal (RT) (N)
- Engineer Controlled Splice (ECS) (T)
- Serving Area Interface (SAI)
- Terminal (TERM)
- Network Interface Device (NID) (D)

The transmission parameters associated with the types of sub-loops below are contained in the Ameritech Technical References listed in D. following.

**B. DEFINITIONS****Analog Sub-Loops**

- A 2-wire Analog Sub-Loop facilitates transmission of voice grade signals.
- A 4-wire Analog Sub-Loop facilitates transmission of voice grade signals using separate transmit and receive paths.

**Digital Sub-Loops**

- A 2-wire 160 Kbps Digital Sub-Loop (ISDN-BRI) facilitates transmission of digital signals at 160 Kbps and provides 2B+D channels using 2B1Q Protocol.
- A 4-wire 1.544 Mbps (DS-1) Sub-Loop facilitates transmission of digital signals at 1.544 Mbps.

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SECTION 16 - Unbundled Sub-Loops

1st Revised Sheet No. 6  
Cancels  
Original Sheet No. 6

# 1. UNBUNDLED SUB-LOOPS (cont'd)

## C. TERMS AND CONDITIONS

### 2. Ordering (cont'd)

The Company will provide access to its unbundled sub-loops at various connection points (terminals and/or termination points) within the Company's network. The identified connection points are identified in Service Descriptions under **DESCRIPTION** in this Section, and the telecommunications carrier may request access to the Company's loop plant at the following sub-loop connection points:

A) CO to	RT
B) CO to	SAI
C) CO to	Terminal
D) CO to	ECS
E) ECS to	Terminal
F) ECS to	NID
G) ECS to	SAI
H) SAI to	NID
I) SAI to	Terminal
J) Terminal to	NID

(T)

(T)

(D)

(D)

(D)

- The Ameritech Cross-Connect Service rate, shown in **RATE APPLICATION** following, is applicable when a sub-loop is cross-connected to the telecommunications carrier's equipment. It is applied per sub-loop cross connect, based on the type of sub-loop.

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SECTION 16 - Unbundled Sub-Loops

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Original Sheet No. 9

**1. UNBUNDLED SUB-LOOPS (cont'd)****E. RATE APPLICATION**

Sub-Loop Rates and Charges are shown in **PRICES** in this Section. Rates are applied as follows:

**Unbundled Sub-Loops**

Rates and charges for unbundled sub-loops are applied on an individual sub-loop basis.

**Service Order Charges****Establish**

This charge is applicable for installation and disconnection when sub-loops are ordered. Charges are for Central Office Originating Sub-loops and for Non-Central Office Originating Sub-loops.

(T)

Central Office Originating Sub-loops are as follows:

- CO to RT
- CO to ECS
- CO to SAI
- CO to Terminal

(T)

(N)

(T)

(D)

Non-Central Office Originating Sub-loops are as follows:

- ECS to SAI
- ECS to Terminal
- ECS to NID
- SAI to Terminal
- SAI to NID
- Terminal to NID

(T)

(T)

(D)

(D)

**Add or Change**

This charge is applicable for installation and disconnection when adding or changing service on an existing sub-loop, per occasion.

(T)

**Line Connection Charge**

This charge is applicable for installation and disconnection for each sub-loop that is ordered.

(T)

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PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 16 - Unbundled Sub-Loops2nd Revised Sheet No. 11  
Cancels  
1st Revised Sheet No. 11**1. UNBUNDLED SUB-LOOPS (cont'd)****F. PRICES****1. Service Elements**

	Monthly Payment			
	Access Area			
Description	A	B	C	
<u>CO to ESC</u>				(T)
2-Wire Analog	\$ 4.98	\$ 5.56	\$ 6.79	(C)
4-Wire Analog	16.21	17.64	18.25	
2-Wire DSL Compatible	6.90	8.10	11.09	
4-Wire DSL Compatible	13.43	15.83	21.85	
2-Wire ISDN Compatible	14.46	15.93	20.89	
4-Wire DS1 Compatible	87.02	94.59	110.48	(C)
				(D)
				(D)
<u>CO to RT</u>				(N)
DS3 Compatible	792.71	904.42	920.51	(N)
<u>CO to SAI</u>				(N)
2-Wire Analog	6.13	6.31	6.49	(C)
4-Wire Analog	18.42	19.14	17.69	
2-Wire DSL Compatible	5.79	5.57	4.93	
4-Wire DSL Compatible	11.21	10.77	9.49	
2-Wire ISDN Compatible	11.46	14.52	12.65	
4-Wire DS1 Compatible	53.53	58.78	88.40	(C)
				(D)
				(D)

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SECTION 16 - Unbundled Sub-Loops

2nd Revised Sheet No. 12  
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**1. UNBUNDLED SUB-LOOPS (cont'd)****F. PRICES (cont'd)****1. Service Elements (cont'd)**

Description	Monthly Payment		
	Access Area		
	A	B	C
<u>CO to Terminal</u>			
2-Wire Analog	\$ 10.22	\$ 11.50	\$ 13.66
4-Wire Analog	26.65	29.52	31.99
2-Wire DSL Compatible	9.88	10.77	12.09
4-Wire DSL Compatible	19.43	21.14	23.79
2-Wire ISDN Compatible	15.55	17.72	19.81
4-Wire DS1 Compatible	62.18	69.56	103.14
<u>ESC to SAI</u>			
2-Wire Analog	1.54	1.29	1.53
4-Wire Analog	3.05	2.60	3.02
2-Wire DSL Compatible	1.54	1.29	1.53
4-Wire DSL Compatible	3.05	2.60	3.02

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SECTION 16 - Unbundled Sub-Loops

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1st Revised Sheet No. 13

**1. UNBUNDLED SUB-LOOPS (cont'd)****F. PRICES (cont'd)****1. Service Elements (cont'd)**

Description	Monthly Payment			
	Access Area			
	A	B	C	
<u>ESC to Terminal</u>				
2-Wire Analog	\$ 5.64	\$ 6.48	\$ 8.69	(N)
4-Wire Analog	11.27	12.98	17.32	(C)
2-Wire DSL Compatible	5.64	6.48	8.69	(C)
4-Wire DSL Compatible	11.27	12.98	17.32	(D)

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SECTION 16 - Unbundled Sub-Loops

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**1. UNBUNDLED SUB-LOOPS (cont'd)****F. PRICES (cont'd)****1. Service Elements (cont'd)**

Description	Monthly Payment		
	Access Area		
	A	B	C
<u>SAI to Terminal</u>			
2-Wire Analog	\$ 5.47	\$ 6.36	\$ 8.33
4-Wire Analog	10.96	12.70	16.65
2-Wire DSL Compatible	5.47	6.36	8.33
4-Wire DSL Compatible	10.96	12.70	16.65
DSL Compatible	-	-	-
 <u>SAI to NID</u>			
2-Wire Analog	6.34	7.22	9.26
4-Wire Analog	12.70	14.39	18.50
2-Wire DSL Compatible	6.34	7.22	9.26
4-Wire DSL Compatible	12.70	14.39	18.50
 <u>Terminal to NID</u>			
2-Wire Analog	1.34	1.31	1.38
4-Wire Analog	2.67	2.62	2.77
2-Wire DSL Compatible	1.34	1.31	1.38
4-Wire DSL Compatible	2.67	2.62	2.77

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## 1. UNBUNDLED SUB-LOOPS (cont'd)

**F. PRICES (cont'd)**1. *Service Elements (cont'd)*

Description	Nonrecurring Charges		(T)
	<u>Install</u>	<u>Disconnect</u>	(N)
<u>Line Connection Charge</u>			
- 2-Wire Analog Sub-Loop	\$161.45 (R)	\$ 75.80 (N)	
- 4-Wire Analog Sub-Loop	162.44	75.80	
- 2-Wire DSL Digital Sub-Loop	184.38	89.45	(C)
- 4-Wire DSL Digital Sub-Loop	188.54	89.45	(C)
- 2-Wire ISDN Digital Sub-Loop	210.05	89.45	
- DS-1 Sub-Loop	391.13	116.20	(C)
- DS3 Sub-Loop	506.13 (R)	164.86 (N)	
<u>Service Ordering Charges</u>			
- Establish, per occasion	0.08 (R)	0.04 (N)	
- Add or change, per occasion	1.60 (R)	-	
- Record Work Only, per occasion	0.96	-	(N)

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SECTION 16 - Unbundled Sub-Loops

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**1. UNBUNDLED SUB-LOOPS (cont'd)****F. PRICES (cont'd)****1. Service Elements (cont'd)**

Description	Nonrecurring Charge	Monthly Price	
<u><b>Line Connection Charge, per occasion</b></u>			
Install	\$24.69	-	(R)
Disconnect	2.22	-	(N)
<u><b>Service Coordination Fee</b></u>			
per carrier bill, per central office	-	\$1.16 <sup>/1/</sup>	
<u><b>Ameritech Cross-Connect Service Charge</b></u>			
per sub-loop cross-connected (based on the interface type) to Transmission equipment and/or transport provided by the telecommunications carrier or third party	See Part 23, Section 4		

/1/ Rates previously established in Part 19, Section 2, of this tariff.

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PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 18 - Unbundled Dark Fiber

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1. **UNBUNDLED DARK FIBER (cont'd)**

**E. PRICES**

Interoffice and loop/sub-loop dark fiber have a recurring (monthly) rate for each termination and a recurring (monthly) per-foot rate for each strand of fiber. Dark fiber also includes a nonrecurring charge for processing, placing and establishing dark fiber inquiries and orders. Interoffice, loop/sub-loop cross-connects as described above have a rate which is defined below.

1. **Service Elements**

Description /Billing Code/	Nonrecurring Charge	Monthly Price	
<b>Interoffice Dark Fiber Charges:</b>			(T)
<u>Inquiry Charges:</u>			(T)
Inquiry Charge, per request /NR9D6/	\$310.48	-	
<u>Firm Order Charges:</u>			(N)
Administration Charge, per order /SEPUC/			(T)
Install	11.46 (R)	-	
Disconnect	13.29	-	(N)
Connection Charge, per strand	550.58	-	(T)
Mileage Termination, per fiber, per termination /ULYCX/		\$32.93 (I)	(T)
Mileage, per fiber, per foot /ULNCF/		0.00346 (R)	(T)
Cross-Connect /UKCJX/		2.91 (R)	(T)

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SECTION 18 - Unbundled Dark Fiber

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**1. UNBUNDLED DARK FIBER (cont'd)****E. PRICES (cont'd)****1. Service Elements (cont'd)**

Description /Billing Code/	Nonrecurring Charge		Monthly Price	
	Install	Disconnect		
<b>Loop/Sub-Loop Dark Fiber Charges:</b>				(N)
Inquiry Charge, per request /NR9D7/				(T)
Loop/Sub-Loop Inquiry	\$ 72.25	-	-	(R)
Interoffice Transport	296.76	-	-	(N)
<b>Firm Order Charges</b>				(N)
Administration Charge, per order				(T)
/SEPUC/	11.46 (R)	\$ 13.29 (N)	-	
Interoffice Transport	466.09	152.62	-	(N)
<b>Connection Charges</b>				(T)
- (CO to RT/CEV/Hut, CO to Premises), per stand	357.26 (R)	156.27 (N)	-	(C)
- (RT to RT/CEV/Hut/Premises and CEV to Premises), per stand	369.75 (R)	-	-	
<b>Mileage Termination, per fiber, per termination /UL1WK/</b>	-	-	\$ 24.78 (I)	(T)
<b>Mileage, per fiber, per foot /ULOWG/</b>	-	-	0.00239 (I)	(T)
<b>Cross-Connect /UKCHK/</b>	-	-	2.33 (R)	(T)

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PART 23 - Interconnection Service for Local  
Telecommunications Carriers  
SECTION 2 - Ameritech End Office Integration  
Service

3rd Revised Sheet No. 14  
Cancels  
2nd Revised Sheet No. 14

# 1. AMERITECH END OFFICE INTEGRATION SERVICE (cont'd)

## E. PRICES (cont'd)

### 1. Service Elements

#### Reciprocal Compensation

Each party agrees to compensate the other for terminated local service area calls originated on its network. The following rates apply for local service area calls originated on a telecommunications carrier's network and terminated at an Ameritech end office.

#### • Reciprocal Compensation (Local):

End Office Local Termination		
Setup	\$0.000505	(N)
Per MOU	0.000244	(R)
Tandem Switching		
Setup	0.000735	(N)
Per MOU	0.000392	(R)
Tandem Transport Termination		
Setup	0.000110	(N)
Per MOU	0.000058	(R)
Tandem Transport Facility Mileage		
Setup	0.000008	(N)
Per MOU per Mile	0.000004	(R)

#### Transiting

The telecommunications carrier agrees to compensate Ameritech for transit calls at the following rates.

#### • Transiting (Local and IntraLATA Toll):

Tandem Switching, per MOU	\$0.004601	(R)
Tandem Transport, per MOU	0.000075	(R)
Tandem Transport Facility, per MOU per Mile	0.000063	(I)

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PART 24 - Other Wholesale Services  
SECTION 1 - Broadband Service

Original Sheet No. 1

**1. BROADBAND UNE**

(N)

**GENERAL**

This Section applies to Broadband UNE provided by Ameritech Wisconsin, hereafter referred to as the "Company". Broadband UNE is a non-competitive offering, which is offered in exchanges in Wisconsin as defined in Part 4, Section 1, of this tariff.

The Company has filed this tariff pursuant to orders of the Public Service Commission of Wisconsin and specifically reserves all rights and remedies it may have relating to possible challenges to those orders and this tariff under state and federal law, including federal preemption law.

General Regulations as found in Part 2 of this Tariff apply to this Section unless otherwise specified in this Section. The term "customer", which appears in Part 2 of the General Regulations, is the equivalent of the term "telecommunications carrier" as used in this Section.

This tariff sets forth the terms and conditions for providing Broadband UNE offering consistent with the Public Service Commission of Wisconsin (PSC of W) order in Docket 6720-TI-161.

This tariff is not intended to address other unbundled network elements ("UNEs") that may otherwise be available in the Company outside loop plant network. Telecommunications carrier may obtain UNEs that otherwise are available as required by law (e.g. copper subloops and/or dark fiber) under the terms and conditions provided in the interconnection agreement or tariff as applicable.

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**1. BROADBAND UNE (cont'd)****GENERAL (cont'd)**

Where the Company has deployed remote terminals with NGDLC, the Company must provide the telecommunications carrier with access to the transmission facility from the customers' premises to the central office.

Access to the Broadband UNE is provided under this tariff where NGDLC is deployed, operational, and facilities are available. Deployment of NGDLC will be at the sole discretion of the Company or as provided by the Commission's Order in 6720-TI-161. The Company will provide to telecommunications carriers information regarding the deployment of this technology through the DSL Tracking Inquiry Tool ("DTI") available via CLEC- Online.

Any xDSL offering established under the terms of this tariff must be technically feasible given the Company NGDLC deployed in a specific RT site. Additionally, any service provisioned over the network architecture described herein is subject to the technical specifications outlined in the Company "Broadband Service Technical Publication" located in the CLEC Handbook, as long as they are consistent with the Commission's Order in 6720-TI-161, any other applicable Commission or FCC Order, and state and federal law.

At this time, the only form of xDSL offering available with the architecture implemented by the Company is ADSL. To date, the Company has deployed ADSL line cards in the ATM portion of the NGDLC equipment. The application of additional forms of xDSL and other ATM Quality of Service ("QoS") offerings to this architecture consistent with the Commission order in 6720-TI-161 is discussed in Paragraph C.4. of this Section.

With respect to the Broadband UNE, all line cards deployed in conjunction with the Broadband network architecture will be owned and maintained by the Company.

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**1. BROADBAND UNE (cont'd)**

(N)

**A. DESCRIPTION**

The Broadband infrastructure deployed by the Company currently consists of the following network architecture: an RT site equipped with NGDLC; RT derived copper facilities extending from the RT site to the customer premises; dedicated fiber strands from the NGDLC RT to the central office with individual strands specific to voice and data respectively; NGDLC deployed in the Central Office Terminal ("COT") for the transport of the voice traffic from the RT site to the Company voice switch and/or Main Distribution Frame ("MDF"); and ATM capacity that will act as an OCD for the purpose of routing "packets" from the data facilities to a telecommunications carrier leased port on the OCD. Nothing in this section precludes either party to seek additional functionalities as set forth in Paragraph C.6. of this Section.

NGDLC has been or will be installed in RT sites to effectively shorten the copper loops, as measured from the RT location, to less than 12 Kilofeet ("Kft") in most instances. The loops from these RT sites will be referred to as RT derived DSL capable sub-loops and are defined as the copper facility from the RT site, through the Serving Area Interface ("SAI"), to the end user premise. The feeder cable will be spliced to the backplane of the NGDLC placed in the RT site. A 2-wire copper cross-connect will be made in the SAI to an existing distribution copper loop associated with a subscriber address into the NGDLC in the RT site. This cross-connect will serve to move the end-users line from the existing copper based network topology onto the fiber/copper network architecture, effectively shortening the length of the copper facilities (feeder and distribution) from the RT site to the end user premises.

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**1. BROADBAND UNE (cont'd)****A. DESCRIPTION (cont'd)**

A combination voice and data card will be placed in the NGDLC equipment in the RT site. At this time the only card being deployed by the Company is an ADSL line card. This card, along with the rest of the NGDLC hardware and software, splits the voice and data signal and packetizes the data providing ATM data transport to the central office. A PVC will be established to route the data signal from the NGDLC to the OC-3c ATM data transport facility to the central office and subsequently to the telecommunications carrier's leased OCD Port.

From the RT site, OC-3s will be utilized to transport voice and data from the RT site to the Central Office on a non-protected fiber. An Asynchronous Transfer Mode ("ATM") based OC-3c will be provided for the data portion, and a Time Division Multiplexed ("TDM") based OC-3c will be provided for the voice path. In the central office, the incoming data OC-3c terminates on the FDF and will be delivered to the OCD. The OCD aggregates OC-3cs from multiple RTs and routes the traffic to the appropriate telecommunications carrier outbound OC-3c or DS3c port leased on the OCD. The voice OC-3c also terminates on the FDF and will be delivered to the COT. From the COT the voice path is extended either via a GR-303, TR-008 or TR-057 interface directly to the Company voice switch; or at the DS0 speed directly to the MDF.

Access to the Broadband UNE is provided under this tariff where NGDLC is deployed, operational and facilities are available. Deployment of NGDLC will be at the Company's sole discretion. The Company will provide to telecommunications carriers information regarding the deployment of this technology through network disclosures. Additional information is available via the Internet and/or the CLEC Handbook.

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## 1. BROADBAND UNE (cont'd)

(N)

**B. DEFINITIONS****Digital Loop Electronics ("DLE")**

Specific outside plant loop network infrastructure described in detail preceding. Such term, for purposes of billing, will be utilized interchangeably with the term NGDLC.

**Digital Subscriber Line ("DSL")**

Describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

**Asymmetrical Digital Subscriber Line ("ADSL")**

Describes a specific type of DSL service that provides data and Internet connections that provide different speeds for upstream and downstream information.

**Asynchronous Transfer Mode ("ATM")**

A packet-based technology that offers the efficiency of packet switching and the reliability of a circuit switched network.

**Packet Switching**

The function of routing individual data units, or "packets," based on address or other routing information contained in the packets.

**Serving Area Interface ("SAI") or Feeder Distribution Interface ("FDI")**

Where the trunk line, or "feeder," leading back to the central office, and the "distribution" plant, branching out to the subscribers, meet, and "interface." The SAI/FDI might be located in the utility room in a multi-dwelling unit, in a remote terminal, or in a controlled environment vault (CEV).

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**1. BROADBAND UNE (cont'd)****B. DEFINITIONS (cont'd)****Sub-Loop**

Due to the fact that the type of Sub-loop specific to the NGDLC network architecture is an integrated sub-loop to the NGDLC, all sub-loop elements as provided in this Section have been proceed to equate to the cooper facility from the RT to the end used location. Therefore, the term Sub-loop for the purposes of this Section describes the physical copper facility from the RT site to the end user premises. Such definition is independent of Sub-loops as defined in the FCC UNE Remand order which specifies that the term Sub-loop represents the copper facility from the first accessible point of access to the end user location.

**Digital Loop Carrier ("DLC")**

Network transmission equipment used to provide pair gain on a local loop.

**Next Generation Digital Loop Carrier ("NGDLC")**

Describes a new form of DLC that consists of high-bandwidth fiber optic facilities from the COT to the RT that is used to receive and aggregate large amounts of bandwidth for the provision of DSL service.

**Remote Terminal ("RT")**

Either a Controlled Environmental Vault ("CEV"); Hut; and/or Cabinet equipped with Company NGDLC deployed specifically for the purposes of providing ADSL service to an end user. Additional vendor applications may be deployed with the Company at the discretion of the Company. Telecommunications carrier will be notified of any such future deployment via network disclosure.

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## 1. BROADBAND UNE (cont'd)

**B. DEFINITIONS (cont'd)****Serving Wire Center ("SWC")**

An end office equipped with the network infrastructure described in paragraph A preceding.

**Optical Concentration Device ("OCD")**

A device deployed in an end office for the purposes of routing and aggregation of incoming data traffic from an NGDLC equipped RT.

**Permanent Virtual Circuit ("PVC")**

A virtual circuit that provides the equivalent of a dedicated private line service over a packet switched network architecture.

**Constant Bit Rate ("CBR")**

An ATM Quality of Service ("QoS") that provides a transmission path through the packet switched portion of the Broadband network architecture at unspecified rates of speed (e.g. bandwidth).

**Unspecified Bit Rate ("UBR")**

An ATM QoS that provides a transmission path through the packet switched portion of the Broadband network architecture at unspecified rates of speed using only the available bandwidth.

**Constant Bit Rate Permanent Virtual Circuit ("CBR PVC")**

PVC providing CBR functionality through the packet switched portion of the Broadband network architecture.

**Unspecified Bit Rate/Constant Bit Rate ("UBR+CBR")**

An arrangement offering two (2) permanent virtual circuits per end user; one (1) UBR and one (1) CBR.

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Original Sheet No. 8

## 1. BROADBAND UNE (cont'd)

(N)

**C. TERMS AND CONDITIONS**

## 1. NETWORK SERVICE CONFIGURATIONS

- 1.1 The Company Broadband UNE service will be offered in the following network service configurations: (1) Data Service Configuration and (2) Combined Voice and Data Service Configuration.
- 1.2 Any ADSL service established under the terms of this tariff must be compatible with the Company NGDLC deployed in a specific RT site and with any Company NGDLC COT equipment deployed in the SWC. Additionally, any service provisioned over the network architecture described herein is subject to the technical specifications outlined in the Company "Broadband UNE Technical Publication" located in the CLEC Handbook.
- 1.3 Collocation in each end office in which telecommunications carrier desires to provide the Broadband UNE is required as the means of access to any of the network service configurations outlined below. Telecommunications carrier is responsible to ensure that any necessary collocation arrangement, whether virtual and/or physical, and any subsequent collocation augments are completed and in place in each serving wire center in which telecommunications carrier desires to place an order for any of the network service arrangements described within this tariff. The installation of LGX panels provided by the telecommunications carrier will accommodate the collocation requirement within this tariff.

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**1. BROADBAND UNE (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

**1. NETWORK SERVICE CONFIGURATIONS (cont'd)**

**1.4 DATA CONFIGURATION**

- 1.4.1 The data service configuration provides telecommunications carrier the capability to provision data connectivity from an end user location, through the Company OCD, terminating at the telecommunications carrier collocation arrangement in the SWC. Such configuration will provide telecommunications carrier the capability of provisioning an ADSL service to the end user location. Under this configuration, any underlying voice service will continue to be provided by the Company. The following network service arrangements will be necessary in order for telecommunications carrier to provision an ADSL service over NGDLC.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

## 1. NETWORK SERVICE CONFIGURATIONS (cont'd)

## 1.4 DATA CONFIGURATION (cont'd)

## 1.4.2 SUBLOOPS

- 1.4.2.1 The Company is offering two (2) sub-loop network service arrangements to provide telecommunications carriers the capability of provisioning data connectivity from the customer premises to the NGDLC deployed in the RT site over existing distribution copper facilities:
- 1.4.2.2 DLE-HFPSL. In the case in which a telecommunications carrier desires to line share with the Company over the same copper facility from the RT to the end user, the Company is offering the high frequency portion of the sub-loop ("HFPSL") network service arrangement. The HFPSL is equivalent to the high spectrum portion of the existing copper facility from the RT site to the end user premises and is shared with the Company existing voice service.
- 1.4.2.3 DLE-Sub-Loop (Data Only). In the case in which the telecommunications carrier desires to provide an ADSL service utilizing the full copper facility from the RT site to the end user premises (non-line shared), the Company will provide the DLE- Sub-loop (Data Only). This sub-loop is the full physical copper loop from the SAI site to the NID at the customer premise and constitutes a separate copper facility to the existing copper facility used to provide voice service.
- 1.4.2.4 The line shared network service arrangement outlined above is only available in such instance that the Company is the billing provider of the voice service to the end user.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

## 1. NETWORK SERVICE CONFIGURATIONS (cont'd)

## 1.4 DATA CONFIGURATION (cont'd)

## 1.4.3 PERMANENT VIRTUAL CIRCUIT ("PVC")

1.4.3.1 DLE-ADSL PVC. In addition to the sub-loop network service arrangements outlined above, telecommunications carrier will be required to provision a PVC from the NGDLC - including the use of the ADSL Line Card, common control and necessary software supporting the NGDLC system - to the telecommunications carrier leased OCD Port. As such, the Company will provide telecommunications carrier the DLE-PVC network service arrangement. This arrangement will provide telecommunications carrier a PVC provisioned over the OC-3c ATM data transport facility extended to the OCD in the central office. This element provides the data path from the RT to the OCD in the SWC.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

## 1. NETWORK SERVICE CONFIGURATIONS (cont'd)

## 1.4 DATA CONFIGURATION (cont'd)

## 1.4.4 OCD PORT TERMINATION

- 1.4.4.1 OCD Port Termination. In addition to the sub-loop and PVC network service arrangements outlined above, telecommunications carrier will be required to provision the OCD Port Termination offering. The OCD Port Termination will aggregate incoming PVCs from multiple RT locations to the telecommunications carrier leased port on the Company OCD.

## 1.4.5 CROSS-CONNECTS

The following additional cross-connects may be applicable:

- 1.4.5.1 DLE-SAI Cross-Connect. The DLE-SAI Cross-Connect will be required in the field to connect the feeder copper cable pair from the NGDLC in the RT site to the distribution cable pair serving the individual end user. If the end user has already been converted to the NGDLC architecture for the provision of voice services this cross-connect will continue to be required to convert the customer from the voice portion of the NGDLC system to an ADSL capable line card. If the end user has already been converted to the NGDLC architecture for the provision of ADSL service this cross-connect will not be required.
- 1.4.5.2 OCD Cross-Connect to Collocation. An OCD cross connect will be required to extend the OCD Port Termination to either a CLEC virtual or physical collocation arrangement. This cross-connect will be offered at two (2) speeds: OC-3c and DS3c consistent with OCD Port Termination offering.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

## 1. NETWORK SERVICE CONFIGURATIONS (cont'd)

## 1.5 COMBINED VOICE AND DATA CONFIGURATION

1.5.1 In addition to the data configuration outlined above, the Company will provide a Combined Voice and Data Service Configuration under which a single telecommunications carrier may provide both the voice and data service to an end user over NGDLC. The Company will not offer the capability for telecommunications carrier and a third party to this tariff to share the voice and data portion of the loop.

1.5.3 Due to the nature of the Broadband Infrastructure being deployed within the Company, voice and data traffic from a common copper facility will be split into two distinct paths in the NGDLC equipped RT as addressed above. The Company will provide telecommunications carriers with two distinct interconnection points at their virtual or physical collocation arrangement in the central office for voice and data traffic respectively. The combined voice and data arrangement will be provided to one (1) telecommunications carrier collocation arrangement. The Company will not provide the voice path to one telecommunications carrier collocation arrangement and the data path to a third party collocation arrangement or vice versa.

1.5.4 To provision a combined voice and data service over NGDLC, telecommunications carrier will be required to order the following service arrangements:

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**1. BROADBAND UNE (cont'd)**

(N)

**C. TERMS AND CONDITIONS (cont'd)****1. NETWORK SERVICE CONFIGURATIONS (cont'd)****1.5 COMBINED VOICE AND DATA CONFIGURATION (cont'd)****1.5.5 COMBINED VOICE AND DATA LOOP**

1.5.5.1 Combined Voice and Data Loop. Telecommunications carrier will establish an underlying 2-wire loop over NGDLC referred to as the DLE Combined Voice and Data Loop. This will consist of the full copper facility from the RT site to the end user location. Both voice and data will be provisioned over such copper facility. This network service arrangement will also consist of the voice path from the NGDLC equipped in the RT to the MDF in the central office. From the MDF this facility will be extended to a telecommunications carrier collocation arrangement in a manner similar to existing unbundled local loops provided over UDLC.

**1.5.6 PERMANENT VIRTUAL CIRCUIT ("PVC")**

1.5.6.1 DLE-ADSL PVC. In addition to the sub-loop network service arrangements outlined above, telecommunications carrier will be required to order a PVC from the NGDLC - including the use of the ADSL Line Card, common control and necessary software supporting the NGDLC system - to the telecommunications carrier leased OCD Port. As such, the Company will provide telecommunications carrier the DLE-PVC network service arrangement. This arrangement will provide telecommunications carrier a PVC provisioned over the OC-3c ATM data transport facility extended to the OCD in the central office. This element provides the data path from the RT to the OCD in the SWC.

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**1. BROADBAND UNE (cont'd)**

(N)

**C. TERMS AND CONDITIONS (cont'd)****1. NETWORK SERVICE CONFIGURATIONS (cont'd)****1.5 COMBINED VOICE AND DATA CONFIGURATION (cont'd)****1.5.7 OCD PORT TERMINATION**

1.5.7.1 OCD Port Termination. In addition to the sub-loop and PVC network service arrangements outlined above, telecommunications carrier will be required to order the OCD Port Termination offering. The OCD Port Termination will aggregate incoming PVCs from multiple RT locations to the telecommunications carrier leased port on the Company OCD.

**1.5.8 CROSS-CONNECTS**

The following additional cross-connects are required:

1.5.8.1 DLE-SAI Cross-Connect. The DLE-SAI Cross-Connect will be required in the field to connect the feeder copper cable pair from the NGDLC in the RT site to the distribution cable pair serving the individual end user. If the end user has already been migrated to the NGDLC architecture for the provision of voice services this cross-connect will continue to be required to migrate the customer from the voice portion of the NGDLC system to an ADSL capable line card. If the end user has already been migrated to the NGDLC architecture for the provision of ADSL service this cross-connect will not be required.

1.5.8.2 OCD Cross-Connect to Collocation. An OCD cross connect will be required to extend the OCD Port Termination to either a CLEC virtual or physical collocation arrangement. This cross-connect will be offered at two (2) speeds: OC-3c and DS3c consistent with OCD Port Termination offering.

(N)

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**1. BROADBAND UNE (cont'd)****C. TERMS AND CONDITIONS (cont'd)****2. NETWORK SERVICE ARRANGEMENTS**

The following section outlines the terms and condition for each of the network service arrangements making up the service configurations outlined above.

- 2.1 The Broadband UNE Network Service Arrangements can be broken into four categories: Sub-Loops, Combined Voice and Data Loops, Permanent Virtual Circuits, and Central Office Infrastructure.

**2.2 SUB-LOOPS**

- 2.2.1 The Company is offering two (2) basic sub-loop services in conjunction with this tariff. These elements are specific to the Broadband UNE Network Infrastructure outlined above only. Additional sub-loops as specified in the FCC UNE Remand Order and/or xDSL Capable Sub-Loops not intended for use with this architecture are available in telecommunications carrier's Interconnection Agreement and/or the Company Generic Interconnection Agreement.

**2.2.2 DLE HFPSL**

- 2.2.2.1 This sub-loop is defined as the copper distribution portion of the loop beginning at the SAI and extending to the end user premise.
- 2.2.2.2 The HFPSL and the PVC will be allocated on a per-ADSL-Line-Card-port basis to provide data connectivity from the end user customer premises to the telecommunications carrier leased OCD port in the SWC.

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**1. BROADBAND UNE (cont'd)****C. TERMS AND CONDITIONS (cont'd)****2. NETWORK SERVICE ARRANGEMENTS (cont'd)****2.2 SUB-LOOPS (cont'd)****2.2.2 DLE HFPSL (cont'd)**

2.2.2.3 For purposes of the HFPSL, this sub-loop will be a line-shared loop only. telecommunications carrier will lease the HFPSL to provide xDSL data services over the shared copper facility. The voice portion of this loop will belong to the applicable the Company. This option will not be available to telecommunications carrier where the retail voice (POTS) service is provided by any carrier other than the Company, including those situations where the voice service is provided by any other carrier on a resale or leased basis (e.g., UNE Platform) from the Company.

2.2.2.4 The OCD Port Termination and OCD Cross-Connect to collocation must be in place two (2) business days prior to CLEC's placing of DLE-HFPSL, DLE-Sub-Loop or PVC service orders.

2.2.2.5 The existing loop qualification process available in conjunction unbundled DSL capable loops will be made available to telecommunications carriers in conjunction with the DLE-Sub-Loop.

**2.2.3 DLE-SUB-LOOP (DATA ONLY)**

2.2.3.1 When the telecommunications carrier desires a dedicated data facility from the RT site to the end user premises over NGDLC, telecommunications carrier will be required to order the DLE-Sub-Loop. This network service arrangement is identical to the DLE-xDSL HFPSL network service arrangement described above and will be provided under the same terms and conditions with one exception. The DLE-Sub-Loop will consist of the entire copper facility from the SAI to the end user NID, not simply the high frequency portion of the sub-loop.

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**1. BROADBAND UNE (cont'd)**

(N)

**C. TERMS AND CONDITIONS (cont'd)****2. NETWORK SERVICE ARRANGEMENTS (cont'd)****2.2 SUB-LOOPS (cont'd)****2.2.3 DLE-SUB-LOOP (DATA ONLY) (cont'd)**

2.2.3.2 This network service arrangement will be provided only in conjunction with the DLE infrastructure for use with data only sub-loops in the non-line-shared environment. As such the DLE-Sub-Loop is not available as a stand-alone network element and will be offered only in conjunction with the PVC and OCD Port Termination network service arrangements described within this tariff.

**2.3 COMBINED VOICE AND DATA LOOP**

2.3.1 The DLE Combined Voice and Data Loop will be provided to telecommunications carrier to provision the Combined Voice and Data Configuration outlined above.

2.3.2 The DLE Combined Voice and Data Loop will consist of the full copper facility from the RT to the end user's premises and the voice virtual path from the RT site to FDF delivered to the COT. From the COT a DS0 equivalent voice path will be provided from the COT to the MDF and IDF (where applicable) and subsequently extended to a CLEC physical or virtual collocation arrangement.

2.3.3 This network service arrangement will be offered in conjunction with one (1) DLE-PVC as described in Paragraph 5.4 of this Section for the purposes of providing both voice and data to telecommunications carrier. The DLE Combined Voice and Data Loop will be provided to the same telecommunications carrier collocation arrangement as the OCD Port Termination serving the DLE-PVC provisioned over this facility.

2.3.4 The DLE Combined Voice and Data Loop will not be offered as a stand-alone network element to be provisioned in the DLE environment and will only be provided in conjunction with the DLE-PVC and OCD Port Termination network service arrangements.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

## 2. NETWORK SERVICE ARRANGEMENTS (cont'd)

## 2.4 DLE-ADSL PVC

2.4.1 The DLE-PVC network service arrangement will consist of a permanent virtual circuit to transmit the data signal from the NGDLC equipped RT over the OC-3c fiber facility to the OCD in the central office and subsequently aggregate traffic through the OCD to the telecommunications carrier OCD Port Termination. This network service arrangement will be required in addition to the DLE-HFPSL or DLE-Sub-Loop, and the OCD Port Termination. This network service arrangement is formally referred to as the "DLE-ADSL Feeder".

2.4.2 This network service arrangement will consist of a port on the ADSL Line Card in the NGDLC equipped RT site and a virtual connection from the NGDLC equipped RT to the end office OCD and subsequent telecommunications carrier leased OCD Port Termination. Virtual cross-connects will be established from the ADSL Line Card port routing the data traffic through the NGDLC to the OC-3c transport facility. An additional virtual cross-connect will be established in the OCD to route traffic through the OCD to the telecommunications carrier OCD Port Termination. All of the virtual connections mentioned above are included in the DLE-PVC network service arrangement.

## 2.4.3 CLASS OF SERVICE ("CoS")

2.4.3.1 ADSL. The Company will offer only an ADSL Class of Service PVC at this time.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

## 2. NETWORK SERVICE ARRANGEMENTS (cont'd)

## 2.4 DLE-ADSL PVC (cont'd)

## 2.4.3 CLASS OF SERVICE ("CoS") (cont'd)

## 2.4.3.2 ADSL QUALITIES OF SERVICE ("QoS")

2.4.3.2.1 UBR. The Company will make available to telecommunications carrier an Unspecified Bit Rate ("UBR") Quality of Service PVC for the establishment of telecommunications carrier DSL service.

2.4.3.2.2 One UBR PVC per end user will be made available to CLEC per end user service. The UBR PVC will be established using the process as outlined in the provisioning section of this tariff. A Permanent Virtual Path ("PVP") or Constant Bit Rate ("CBR") application is being offered at this time as outlined in this tariff.

2.4.3.2.3 Telecommunications carrier is restricted to the provision of Discrete Multi-Tone ("DMT") service in conjunction with the UBR PVC.

2.4.4 The maximum number of PVCs that can be provisioned over the Broadband Infrastructure is dependent upon the form of OCD Port Termination, as described below, purchased by telecommunications carrier. Additionally, upstream and downstream bandwidth specified by telecommunications carriers will further impact the volume of PVCs capable of being provisioned through the OCD. Telecommunications carrier will be responsible for ensuring that there is sufficient capacity on its leased OCD ports (DS3c or OC-3c) to support telecommunications carrier provided PVCs over this infrastructure.

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**1. BROADBAND UNE (cont'd)**

(N)

**C. TERMS AND CONDITIONS (cont'd)****2. NETWORK SERVICE ARRANGEMENTS (cont'd)****2.4 DLE-ADSL PVC (cont'd)**

2.4.5 In such instance as telecommunications carrier traffic exceeds thresholds for port capacity published in Company Technical Publications, the Company reserves the right to exercise the appropriate remedy to maintain the integrity and availability of services over the Company broadband network. Potential remedies could include, but are not limited, to the discontinuation of service across the shared OC-3c facility and/or to require telecommunications carrier to purchase additional ports or capacity prior to accepting orders for additional PVCs.

2.4.6 PVCs are configured in advance by ATM service providers between the telecommunications carrier end user customer and a single service provider. Under the terms of this tariff, telecommunications carrier represents the single service provider. Telecommunications carrier is responsible for providing the information necessary for the Company to provision the PVC over the Company Broadband Network Infrastructure. This information must be provided by the telecommunications carrier to the Company pursuant to the CLEC Information Form (CLIF) process and the CLEC Profile Process as outlined in this tariff and addressed in the CLEC Handbook.

2.4.7 The Company will be responsible for network monitoring of the use of the common OC-3c between the central office and the RT site. In the provisioning of the PVC, telecommunications carriers will be restricted to upstream and downstream bandwidth, aggregate power and noise settings compatible with the card vintage deployed in the NGDLC equipment. The Company will require from telecommunications carriers a forecast of expected traffic through each shared OC-3c network service arrangement over which telecommunications carrier establishes a PVC. The telecommunications carrier forecast process for DLE will be outlined within the CLEC Handbook.

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**1. BROADBAND UNE (cont'd)**

<b>C. TERMS AND CONDITIONS (cont'd)</b>
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**2. NETWORK SERVICE ARRANGEMENTS (cont'd)****2.4 DLE-ADSL PVC (cont'd)**

2.4.8 The DLE-PVC is not available as a stand-alone network element and will only be made available in conjunction with the DLE-HFPSL, DLE-Sub-Loop or DLE-Combined Voice and Data Loop offerings and the OCD Port Termination. The Company will not provide for PVC connectivity or shared use of the OC-3c fiber facility in conjunction with telecommunications carrier's or a third party's collocated equipment in the RT and/or adjacent location.

2.4.9 The Company will not allocate PVCs by bandwidth, but reserves the right to modify this tariff dependent upon traffic concerns over the shared OC-3c data facility should the amount of cumulative traffic over this shared facility from all ADSL providers exceed a threshold of 60% of the maximum capacity of the OC-3c bandwidth available for ADSL traffic.

**2.5 OCD PORT TERMINATION**

2.5.1 The incoming dedicated OC-3c for data will terminate in the OCD. An OCD will be placed in each SWC where this product is made available. Telecommunications carrier will be required to purchase a port termination on the OCD. The OCD Port Termination will be provided at the DS3c or OC-3c rate as ports on the OCD.

2.5.2 In addition to the OCD Port Termination, telecommunications carrier must purchase a physical OCD cross-connect. This cross-connect will be an optical cross-connect in the case of an OC-3c or electrical in the case of a DS3c. In either case telecommunications carrier must have established the necessary collocation arrangement capable of accepting this cross-connect prior to placing an order for the OCD Port Termination and Cross-Connect.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

## 2. NETWORK SERVICE ARRANGEMENTS (cont'd)

## 2.5 OCD PORT TERMINATION (cont'd)

- 2.5.3 In the case of a DS3c port, the necessary collocation arrangement must consist of a physical piece of equipment capable of accepting a DS3c cross-connect and the necessary collocation facility from the Company DSX location to the telecommunications carrier virtual or physical collocation arrangement.
- 2.5.4 In the case of an OC-3c port, the necessary collocation arrangement must consist of a physical piece of equipment capable of accepting an OC-3c optical cross-connect and the necessary collocation facility from the FDF to the telecommunications carrier virtual or physical collocation arrangement.
- 2.5.5 The OCD OC-3c or DS3c cross-connect consists of an optical or electrical cross-connect from the FDF or DSX location respectively in the SWC that will allow for the OCD Port Termination to be extended to telecommunications carrier's physical or virtual point of collocation.
- 2.5.6 The maximum number of PVCs capable of being provisioned through an OCD Port varies on the level of service being provisioned through such port. The Company technical specifications define these limits at 1000 PVCs per DS3c port and 2000 PVCs per OC-3c port. However, telecommunications carrier is responsible to monitor services offered by telecommunications carrier through a leased OCD port and as such the Company will not guarantee any specific number of PVCs being available through any leased OCD port.

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1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

2. NETWORK SERVICE ARRANGEMENTS (cont'd)

2.5 OCD PORT TERMINATION (cont'd)

2.5.7 Telecommunications carriers will be allotted one OCD Port Termination for live customer traffic and an optional second OCD Port Termination for redundancy. Additional OCD Ports will be provided only at such time as telecommunications carrier has reached a threshold utilizing 60% of available capacity on the existing telecommunications carrier OCD Port Termination providing live customer traffic.

2.5.8 Telecommunications carrier will not guarantee the availability of a specific level of OCD Port Termination, DS-3c or OC-3c, in any specific end office.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)****3. AVAILABILITY OF FUTURE FEATURES AND FUNCTIONALITIES**

3.1 At this time only an ADSL/UBR Quality of Service ("QoS") offering is available in conjunction with the Broadband UNE configurations outlined in this tariff. Should the vendor of the NGDLC deployed in conjunction with this tariff develop in the future, for use with Company ILEC NGDLC equipment deployed in RTs, a feature or functionality desired by telecommunications carrier, the Company will evaluate deployment of such feature or functionality.

3.2 The Company reserves the sole right to determine whether there is a practical and technically feasible means to deploy such feature or functionality where the Company deploys the NGDLC architecture described herein.

3.3 Any such feature or function developed by the Company will be made available on a non-discriminatory basis with rates, terms and conditions as modified in this tariff.

**3.4 SPECIAL REQUEST**

3.4.1 Should telecommunications carrier desire specific service and/or functionality not presently offered in this tariff, the telecommunications carrier will follow the Special Request Process outlined herein. This process is specifically designed to examine technical feasibility, formulate developmental processes, indicate pricing and provide deployment timeframes for the unique service and/or functionality configuration being requested. If requested by telecommunications carrier, the Company will hold a pre-submission review meeting to discuss the specific arrangement in an attempt to determine technical feasibility. Following such meeting, if technically feasible, should telecommunications carrier elect to proceed, telecommunications carrier agrees to the Special Request Process listed in this tariff.

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**1. BROADBAND UNE (cont'd)****C. TERMS AND CONDITIONS (cont'd)****3. AVAILABILITY OF FUTURE FEATURES AND FUNCTIONALITIES (cont'd)****3.4 SPECIAL REQUEST (cont'd)****3.4.2 SPECIAL REQUEST PROCESS**

3.4.2.1 Telecommunications carrier will submit, in writing to the Company, the Special Request Process Application, with appropriate operational narrative, drawings, technical references, location(s) for deployment, requested implementation date(s), and a forecasted quantity over a (36) month period. A \$100 fee will accompany the Special Request application. If telecommunications carrier desires the service functionality in more than one SBC region, (SWBT, Ameritech, SNET, Pacific or Nevada Bell), a separate Special Request Process Application shall be required for each. This Application is available in the CLEC Handbook.

3.4.2.2 The Company will acknowledge receipt of the form within ten (10) business days.

3.4.2.3 The Company shall provide a preliminary analysis no later than forty-five (45) business days following telecommunications carrier issuance. The Company will return to the telecommunications carrier an analysis with a price quote with indication of a cap on the anticipated developmental costs, based on the information provided by the telecommunications carrier.

3.4.2.4 Telecommunications carrier will notify the Company, by written authorization to proceed within thirty (30) business days from receiving the Company analysis and price quote. At this time the telecommunications carrier will pursue or cancel the request.

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1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

3. AVAILABILITY OF FUTURE FEATURES AND FUNCTIONALITIES (cont'd)

3.4 SPECIAL REQUEST (cont'd)

3.4.2 SPECIAL REQUEST PROCESS (cont'd)

3.4.2.5 If telecommunications carrier requests to proceed, the Company shall inform the telecommunications carrier of the prospective delivery date as soon as available.

3.4.2.6 Should telecommunications carrier cancel the request, after informing the Company that it wishes to proceed, cancellation charges will be applied, not to exceed the costs incurred by the Company up to and including the point of cancellation.

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**1. BROADBAND UNE (cont'd)****C. TERMS AND CONDITIONS (cont'd)****4. REUSE OF FACILITIES**

- 4.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. Each Party shall deliver to the other Party a Representation of Authorization that applies to all orders submitted by a Party under this tariff requiring a LEC change. A Party's Representation of Authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours.
- 4.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.
- 4.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), the Company is free to reclaim the end-user specific facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

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**1. BROADBAND UNE (cont'd)****C. TERMS AND CONDITIONS (cont'd)****4. REUSE OF FACILITIES (cont'd)**

4.4 Neither Party shall be obligated by this tariff to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the Public Utilities Commission of Wisconsin.

4.5 The Parties agree to the re-use of existing network facilities when an End User changes its provider of local exchange service and the network facilities are provided by the same network provider.

**5. OCD PORT SHARING**

5.1 The Company will permit telecommunications carrier to share OCD Port with third parties to this tariff requesting shared use of the telecommunications carrier OCD Port Termination. Such arrangement shall be offered at the sole discretion of telecommunications carrier.

5.2 The Company will require that any third party to this tariff issuing service orders for the provision of xDSL service through telecommunications carrier's OCD Port Terminations as established under the terms and conditions of this tariff negotiate the specific terms and conditions outlined herein and enter into a contractual agreement to provide xDSL service using the Broadband UNE separate and in addition to telecommunications carrier's existing agreement.

5.3 The Company will require a Letter of Authorization ("LOA") from telecommunications carrier indicating telecommunications carrier's agreement to provide such service to any third party provider of xDSL service. Such LOA will be required from telecommunications carrier a minimum of seven (7) business days in advance of accepting any end user service orders from a third party provider of the Broadband UNE end user arrangements.

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**1. BROADBAND UNE (cont'd)**

(N)

**C. TERMS AND CONDITIONS (cont'd)****6. PROVISIONING AND INSTALLATION**

- 6.1 The Company will not guarantee that the copper sub-loop arrangements provided in conjunction with this tariff will perform as desired by telecommunications carrier for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. telecommunications carrier-requested testing by the Company beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where telecommunications carriers have requested that no conditioning be performed, the Company's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at telecommunications carrier's request, the Company will verify continuity, the completion of all requested conditioning, and will repair at no charge to telecommunications carrier any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.
- 6.2 Telecommunications carrier shall designate, at the telecommunications carrier's sole discretion, what loop conditioning the Company is to perform in provisioning sub-loop orders. Conditioning may be ordered on any of the copper sub-loops outlined in of any length. Rates for loop conditioning are set forth in Section D Pricing following.
- 6.3 Provisioning and installation of the network service arrangements and service configurations described in this tariff will be provided for in two separate service orders: Telecommunications carrier infrastructure orders and telecommunications carrier End User specific orders.

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## 1. BROADBAND UNE (cont'd)

(N)

**C. TERMS AND CONDITIONS (cont'd)**

## 6. PROVISIONING AND INSTALLATION (cont'd)

## 6.4 INFRASTRUCTURE SERVICE ORDER

6.4.1 The Infrastructure Service order is required for the establishment of data connectivity from the OCD to the CLEC collocation arrangement and subsequent ATM network. This order consists of the OCD Port Termination and associated Cross-Connect to Collocation. Both of these service arrangements will be provided for on one Access Service Request ("ASR").

6.4.2 Telecommunications carrier must complete the necessary network infrastructure to support its DSL service in the NGDLC environment two (2) business days prior to placing an end user service order as defined below.

6.4.3 In conjunction with each ASR submitted, telecommunications carrier must also submit a CLEC Information Form ("CLIF") indicating virtual parameters that must be established in conjunction with the telecommunications carrier leased OCD Port Termination. These parameters include the following: Customer Address (Point of Presence ("POP") Location); Connection Speed (OC-3c or DS3c); Connection Type (UNI DCE or UNI DTE); Virtual Path Indicator ("VPI") and Virtual Channel Indicator ("VCI") Ranges; and Number of Connections.

6.4.4 Specific VPI/VCI values provided on the CLIF must be consistent with published parameters outlined in the Company's "Broadband UNE Technical Publication". This document outlines the compatible VPI/VCI ordering ranges with the Company's equipment deployed in conjunction with this architecture.

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**1. BROADBAND UNE (cont'd)**

<b>C. TERMS AND CONDITIONS (cont'd)</b>
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**6. PROVISIONING AND INSTALLATION (cont'd)****6.5 END USER SERVICE ORDER**

- 6.5.1 The telecommunications carrier end user service orders consist of either the DLE-xDSL HFPSL; the DLE-Sub-Loop; or the DLE Combined Voice and Data Loop. These elements plus the PVC element to establish data connectivity will provide the service configurations outlined in Section 4 above, to end user location. These network service arrangements will be ordered on one Local Service Request ("LSR").
- 6.5.2 Prior to the issuance of an end user service order telecommunications carrier must build the prospective CLEC Profile of services ("CLEC Profile") telecommunications carrier desires to offer in conjunction with the products outlined in this Tariff. Terms and conditions for the establishment of the CLEC Profile are outlined in the following section CLEC Profile.
- 6.5.3 In the case of telecommunications carrier establishing the Combined Voice and Data service offering as outlined in Section 1.5 above, telecommunications carrier must complete the Dual Inventory Collocation process as referenced in the Broadband UNE Ordering Guidelines and/or CLEC Handbook section outlining ordering of this service offering.

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**1. BROADBAND UNE (cont'd)**

(N)

**C. TERMS AND CONDITIONS (cont'd)****7. PROVISIONING INTERVALS****7.1 END USER SERVICE INTERVAL**

- 7.1.1 The provisioning and installation interval for the end user service arrangement as provided in this Tariff where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 3 business days for any service established consisting of the HFPSL service arrangement outlined above and 5 business days for any service established consisting of the DLE-Sub-Loop (Data Only) or DLE-Combined Voice and Data loop service arrangements outlined above, or will be equal to the provisioning and installation interval applicable to the Company's tariffed xDSL-based services, or its affiliate's, whichever is less.
- 7.1.2 The provisioning and installation intervals for the end user service arrangement provided in this Tariff where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to the Company's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.
- 7.1.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. In the event the telecommunications carrier's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

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**1. BROADBAND UNE (cont'd)**

(N)

<b>C. TERMS AND CONDITIONS (cont'd)</b>
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**7. PROVISIONING INTERVALS (cont'd)****7.1 END USER SERVICE INTERVAL (cont'd)**

7.1.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

7.1.5 Subsequent to the initial order for the end user service arrangements provided in this tariff, additional conditioning may be requested on such loop(s) at the rates set forth elsewhere in this tariff. Applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, telecommunications carrier agrees that standard offered intervals do not constitute performance measurement commitments.

**7.2 INFRASTRUCTURE SERVICE INTERVAL**

7.2.1 The provisioning and installation intervals for infrastructure as provided in this Tariff will vary by the Company.

7.2.2 The provisioning and installation intervals for DS3c OCD Port Terminations, in the Company, will be ten (10) business days from the receipt of an accurate and valid ASR. Five business days are required for facilities verification and 5 business days are required for the provision of service. Provisioning and installation intervals for OC-3 OCD Port Terminations, in the Company will be negotiated and agreed upon by on an individual case basis.

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**1. BROADBAND UNE (cont'd)**

(N)

**C. TERMS AND CONDITIONS (cont'd)****8. CLEC PROFILE**

- 8.1 Prior to ordering end user service as provided in this tariff, telecommunications carrier must establish a CLEC Profile in the Broadband Ordering Profile ("BOP") graphical user interface. This interface will provide telecommunications carriers the capability to establish values associated with their end user's service in the Network Management System ("NMS") controlling both the OCD and the NGDLC in the RT site. Telecommunications carriers will establish a profile that consists of combinations of upstream and downstream minimum and maximum bandwidth settings. Telecommunications carriers will be allowed via the BOP interface to establish a profile driven by telecommunications carrier AECN that consists of different combinations of these factors.
- 8.2 Telecommunications carrier is restricted to valid combinations compatible with the NGDLC equipment deployed by the Company. Such values are outlined in the Company's "Broadband UNE Technical Publication".
- 8.3 The Company will not guarantee any amount of upstream or downstream minimum or maximum bandwidth as established by telecommunications carrier in a specific service profile. telecommunications carriers will be provided whatever amount of bandwidth is generally available and the individual end user line synchs with over this architecture consistent with ADSL type service offerings.
- 8.4 An initial Profile must be built by CLEC five (5) business days prior to issuing any LSRs associated with end user service as provided in this tariff. The CLEC Profile of services as established via the BOP interface will encompass the entire Company region.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

## 8. CLEC PROFILE (cont'd)

- 8.5 Telecommunications carrier will have the ability to make changes to the CLEC Profile. The changed CLEC Profile will be available to telecommunications carrier when telecommunications carrier orders new end user service. However, previously established end user service will not be automatically changed by the change of CLEC Profile. Instead, should the telecommunications carrier desire to change the CLEC Profile for existing end user service, telecommunications carrier must submit a "change" order for the existing xDSL service establishing the end user service under the new Profile parameters. The standard charges for processing service orders shall apply for all change orders. The Company will not offer a telecommunications carrier-to-telecommunications carrier conversion of service profiles or non-intrusive change of service profile values on a line-by-line basis.
- 8.6 The Company has developed the BOP interface to encompass parameter values consistent across all vintages of NGDLC being deployed in conjunction with the Broadband Infrastructure (e.g. "Project Pronto").
- 8.7 The Company reserves the right to restrict the number of service profiles that telecommunications carrier is provided in conjunction with this offering due to technical considerations involving the vintage of NGDLC deployed in the Company network. At this time, it is recommended, but not required, that telecommunications carrier not establish more than 10 individual service profiles due to such concerns.
- 8.8 Additional instructions in relation to BOP system can be found in the "Broadband Ordering Profile User's Guide" available in the CLEC Handbook.

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**1. BROADBAND UNE (cont'd)**

(N)

**C. TERMS AND CONDITIONS (cont'd)****9. LOOP MAKEUP INFORMATION AND ORDERING**

- 9.1 Loop qualification will be recommended in conjunction with this offering. The recommended approach will be that telecommunications carrier will perform a pre-order loop qualification on an end user's loop in order to determine if the loop is xDSL capable. In such instance that the loop length is too long and the DLE infrastructure is available to provide xDSL service, a RT site identification will be indicated on the loop qualification. This will serve as the triggering event to notify telecommunications carrier that the DLE infrastructure is available to provide xDSL services.
- 9.2 Should telecommunications carrier elect to not perform pre-order loop qualification and issues an order for the network service arrangements as described herein, the Company will perform a loop qualification internally. Should such internal loop qualification indicate that the DLE infrastructure and thus a RT site is not available for that end user's loop the Company will reject such order.
- 9.3 In the case that both an existing copper facility from the serving wire center to the end user premises is xDSL capable and the DLE infrastructure is available, telecommunications carrier will have the option of purchasing the copper facility under the terms and conditions of its Interconnection Agreement or the Broadband UNE network arrangements as outlined in this tariff.
- 9.4 The Company will provide telecommunications carrier with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in the Company's Advanced Services Plan of Record with the exception that the Company will not be required to provide telecommunications carrier a Design Layout Record in conjunction with this offering. In the interim, loop makeup data will be provided as set forth below. Telecommunications carrier will be given nondiscriminatory access to the same loop makeup information that the Company is providing to any other telecommunications carrier and/or the Company's retail operations or its advanced services affiliate.

(N)

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**1. BROADBAND UNE (cont'd)**

<b>C. TERMS AND CONDITIONS (cont'd)</b>
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**9. LOOP MAKEUP INFORMATION AND ORDERING (cont'd)**

- 9.5 Loop Pre-Qualification: The Company's pre-qualification process will provide a near real time response to telecommunications carrier queries. The Company will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with Advanced Services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the telecommunications carrier and is available at no charge.
- 9.6 Loop Qualification: The Company will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow telecommunications carriers, as well as the Company's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.
- 9.7 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in the Company's Advanced Services Plan of Record when such information is contained in the Company's electronic databases. Telecommunications carrier will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth elsewhere in this tariff.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

## 9. LOOP MAKEUP INFORMATION AND ORDERING (cont'd)

9.8 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. Telecommunications carrier will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth elsewhere in this tariff.

9.9 Detailed manual loop qualification includes all fields as described in the Company's Advanced Services Plan of Record. Telecommunications carrier will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth elsewhere in this tariff.

9.10 All three categories of loop qualification are subject to the following:

9.10.1 If a telecommunications carrier elects to have the Company provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to the Company's affiliate, whichever is less.

9.10.2 If the results of the loop qualification indicate that conditioning is available, telecommunications carrier may request that the Company perform conditioning at charges set forth elsewhere in this tariff. The telecommunications carrier may order the loop without conditioning or with partial conditioning if desired.

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**1. BROADBAND UNE (cont'd)**

(N)

**C. TERMS AND CONDITIONS (cont'd)****10. MAINTENANCE / SERVICE ASSURANCE**

- 10.1 Narrowband/voice service: In regards to the line shared service configuration as outlined above, if the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, the Company shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, the Company shall attempt to notify the end user and telecommunications carrier for permission any time the Company repair effort has the potential of affecting service on the broadband portion of the loop. The Company may proceed with repair of the voice circuit if unable to reach end- user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval. telecommunications carrier agrees that standard offered intervals do not constitute performance measurement commitments.
- 10.2 The Company will provide resolution of telecommunications carrier-referred trouble tickets for the Broadband UNE in parity with repair intervals the Company provides its advanced services affiliates.
- 10.3 If the telecommunications carrier opens a trouble ticket for the network service arrangements offered in conjunction with the Broadband UNE to the Company and the problem is determined to be in the telecommunications carrier's network, the telecommunications carrier will pay the Company the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair upon closing the trouble ticket.

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**1. BROADBAND UNE (cont'd)****C. TERMS AND CONDITIONS (cont'd)****10. MAINTENANCE / SERVICE ASSURANCE (cont'd)**

10.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loop, will only be provided on a time and material basis. On loops where telecommunications carrier has requested recommended conditioning not be performed, the Company's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at telecommunications carrier's request, the Company will verify continuity, the completion of all requested conditioning, and will repair at no charge to telecommunications carrier any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

10.5 The Company will provide telecommunications carriers access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions for each of the Broadband UNE configurations outlined above. In the case of either the line shared and/or combined voice and data configurations, prior to a telecommunications carrier utilizing MLT intrusive test scripts, the telecommunications carrier must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. Telecommunications carrier may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. Telecommunications carrier shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on the telecommunications carrier's trouble documentation for non-mechanized tests.

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**1. BROADBAND UNE (cont'd)**

<b>C. TERMS AND CONDITIONS (cont'd)</b>
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**10. MAINTENANCE / SERVICE ASSURANCE (cont'd)**

- 10.6 Telecommunications carrier hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to the Company facilities and hereby agrees to release, defend and indemnify the Company, and hold the Company harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against the Company by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by telecommunications carrier.
- 10.7 The Company will not guarantee that the local loop(s) ordered will perform as desired by telecommunications carrier for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. Telecommunications carrier-requested testing by the Company beyond these parameters will be billed on time and material basis.
- 10.8 The telecommunications carrier shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with the Company.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

## 11. LOOP CONDITIONING

- 11.1 Loop conditioning may be necessary in such instance as the distribution copper portion of the loop from the RT site to the end user (including the copper feeder to the SAI) contains copper disturbers in the network. In such instance loop conditioning will be required in conjunction with this offering. Such conditioning will be performed by the Company when requested by telecommunications carrier. In such instance as Loop Conditioning is requested by telecommunications carrier for a loop provided for with this service offering, associated rates, terms and conditions for loop conditioning set forth elsewhere in this tariff.

## 12. FORECASTS

- 12.1 In order for the Company to effectively manage network capacity through the OCD and the shared OC-3c facility from the RT to the OCD, telecommunications carrier must provide the Company a forecast to include, at a minimum a list of wire centers in which telecommunications carrier is expected to purchase OCD ports and the type of port (OC-3c or DS3c) expected to be ordered on wire center-by-wire center basis. Additionally, the Company will require that telecommunications carrier provide a forecast of expected volume of PVCs to be provisioned through each OCD port on a wire center-by-wire center basis.
- 12.2 The Company will use such information only for the purposes of managing network capacity and will not divulge any such information to any third party or affiliate of the Company. Such forecast will be non-binding for both the Company and telecommunications carrier. Specific instructions for providing such forecasts will be published in the CLEC Handbook. Telecommunications carrier agrees to provide such forecast upon such time as specific instructions as provided by the Company are made available and telecommunications carrier is notified of such information via Accessible Letter.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

## 13. CONSTANT BIT RATE

13.1 CBR PVCs are being made available consistent with the rates, terms and conditions described herein on a Remote Terminal by Remote Terminal basis and will not be universally available to telecommunications carrier. CBR PVCs will be deployed at locations where operationally and technically feasible in the sole discretion of the Company. The Company will provide telecommunications carrier information regarding specific locations where CBR PVC functionality will be made available via the Loop Qualification tool.

13.2 The Company reserves the right to revoke this offering in whole or in part at any time in the Company's sole discretion based upon the factors outlined in the FCC Second Memorandum Opinion and Order, CC Docket No. 98-141, released September 8, 2000. Such factors will include, but not be limited to, adverse capacity impacts upon the Company's network and the Company's ability to recover the costs for provisioning and maintaining CBR PVCs.

13.3 The Company will provide CBR service where the Lucent OCDs and Alcatel Litespan 2000 NGDLC are deployed, subject to the limitations set forth in this tariff. The Company will not provide CBR PVCs in conjunction with any other form of equipment being deployed with Project Pronto. The Company reserves the right to reject any telecommunications carrier order for a CBR PVC should no capacity and/or facilities exist.

## 13.4 SERVICE PARAMETERS

13.4.1 The Company will provide CBR service at 96 Kbps. In the event that a telecommunications carrier reports that they not receiving a 96 Kbps downstream and upstream CBR Quality of Service (QoS), the Company will trouble shoot such service consistent within the terms and conditions outlined in this tariff.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

## 13. CONSTANT BIT RATE (cont'd)

## 13.4 SERVICE PARAMETERS (cont'd)

13.4.1 The Company will provide CBR service at 96 Kbps. In the event that a telecommunications carrier reports that they not receiving a 96 Kbps downstream and upstream CBR Quality of Service (QoS), the Company will trouble shoot such service consistent within the terms and conditions outlined in this tariff.

13.4.2 In provisioning a CBR PVC, the Company will apply the following QoS parameters.

Upstream Cell Transfer Delay 3ms;  
Downstream Cell Transfer Delay 2 ms;  
Upstream Cell Delay Variance 1.2 ms;  
Downstream Cell Delay Variance .7 ms;  
Cell Loss Ratio  $7 \times 10^{-9}$

13.4.3 The Company will not provide acceptance testing upon request by telecommunications carrier.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

## 13. CONSTANT BIT RATE (cont'd)

## 13.5 NETWORK SERVICE CONFIGURATION FOR CBR

13.5.1 The Company Constant Bit Rate Permanent Virtual Circuit ("CBR PVC") may be ordered by telecommunications carrier in the following network service configurations:

13.5.1.1 CBR PVC. A CBR PVC will be offered from the NGDLC RT site including the use of the ADSL Line Card, common control and necessary software supporting the NGDLC system - to the telecommunications carrier leased OCD Port. As such, the Company will provide telecommunications carrier the CBR-PVC network service arrangement at a guaranteed speed. This arrangement will provide telecommunications carrier a CBR PVC provisioned over the OC-3c ATM data transport facility extended to the OCD in the central office. This element provides the data path from the RT to the OCD in the Serving Wire Center.

13.5.1.2 CBR+UBR. CBR+UBR will provide a telecommunications carrier the use of two (2) PVC's per end user, one being the same CBR PVC as outlined above, and the other being UBR PVC.

## 13.6 CLASS OF SERVICE CONFIGURATIONS

13.6.1 Telecommunications carrier shall deploy only Discrete Multi-Tone ("DMT") service in conjunction with the UBR PVC and the CBR PVC.

13.6.2 Telecommunications carrier shall provide to the Company a forecast of expected traffic through each shared OC-3c network service arrangement over which telecommunications carrier establishes a PVC in accordance with the forecast process for DLE outlined within the CLEC Handbook.

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**1. BROADBAND UNE (cont'd)****C. TERMS AND CONDITIONS (cont'd)****13. CONSTANT BIT RATE (cont'd)****13.6 CLASS OF SERVICE CONFIGURATIONS (cont'd)**

13.6.3 The CBR PVC and CBR+UBR is not available as a stand-alone network element and will only be made available in conjunction with the DLE-HFPSL, DLE-Sub-Loop or DLE-Combined Voice and Data offerings and the OCD Port Termination in an end-to-end service configuration. The Company will not provide for telecommunications carrier PVC connectivity and/or shared use of the OC-3c fiber facility in conjunction with telecommunications carrier's or third parties collocated equipment in the RT and/or adjacent location. Telecommunications carrier will be responsible for providing any end user equipment (CPE) necessary to deliver service to telecommunications carriers end user.

**14. OPERATIONAL PROCEDURES****14.1 Billing and Payment of Rates and Charges**

- 14.1.1 The company shall include all charges under this Tariff on the monthly consolidated bill rendered to telecommunications carrier (hereinafter "invoice").
- 14.1.2 Telecommunications carrier shall pay all charges under this tariff within 30 days of bill date.
- 14.1.3 Telecommunications carrier billing inquiries and/or claims of overbilling by the Company shall be referred to the Company for investigation within six (6) months of the charge(s) appearance on the invoice to telecommunications carrier. After six (6) months of such appearance on the invoice, all billed charges shall be deemed to be correct.

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## 1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)****14. OPERATIONAL PROCEDURES (cont'd)**

## 14.1 Billing and Payment of Rates and Charges (cont'd)

14.1.4 If the Parties determine that telecommunications carrier was billed incorrectly for services rendered pursuant to this tariff, a billing adjustment shall be calculated. If a refund is due, an adjustment shall be made for the overcharges. If an overcharge is adjusted within three billing cycles of the bill in error, interest will not be applicable. If the overcharge is not adjusted within three billing cycles, interest on the amount will be credited at the Commercial Paper Rate.

14.1.5 If telecommunications carrier is found to be in violation of a provision of this Tariff, the Company shall notify telecommunications carrier of the violation in writing of the specific provision being violated. At such time, telecommunications carrier shall have thirty (30) days to correct the violation and notify the Company in writing that the violation has been corrected. The Company shall then bill telecommunications carrier for the charges which should have been collected by the Company or the actual revenues collected by the telecommunications carrier from its end users for the stated violation, whichever is greater. If telecommunications carrier disputes the violation, it shall notify the Company in writing within fourteen (14) days of receipt of notice from the Company.

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1. BROADBAND UNE (cont'd)

**C. TERMS AND CONDITIONS (cont'd)**

**15. TERMINATION OF SERVICE**

15.1 Upon nonpayment of any charges due under this tariff, or upon violation of any conditions governing the furnishing of these services under this tariff, the Company may give notice, without incurring any liability, that the Company will discontinue furnishing service under this tariff ("termination"). Proper notice shall be sent by certified mail, return receipt requested, at least 30 days prior to the stated date of termination; notice is complete upon mailing. At its option, the Company may net amounts owed by telecommunications carrier against funds which otherwise might be due to telecommunications carrier from the Company.

15.2 Termination hereunder shall not relieve telecommunications carrier of its obligation to pay for any other services performed by the Company up to and including the date of termination.

(N)

(N)

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Milwaukee, Wisconsin

PART 24 - Other Wholesale Services  
SECTION 1 - Broadband Service

Original Sheet No. 50

## 1. BROADBAND UNE (cont'd)

(N)

**F. PRICES (cont'd)**

The rates for the Broadband UNE offering are specified below:

Description	Nonrecurring Charge		Monthly Price
	Install	Disconnect	
DLE - xDSL Sub-loop (Data only)	\$ 9.59	\$ 1.55	\$ 7.32
DLE - ADSL HFPSL (Line shared)	-	-	7.32
DLE - ADSL PVC (UBR)	-	-	15.00
OCD Port Termination:			
OC3	105.38	69.54	123.43
DS3	119.79	81.49	141.95
OCD Cross-connect to collocation:			
OC3	112.11	24.92	4.36
DS3	116.91	20.94	36.39
DLE SAI 2 Wire	76.65	-	-
DLE - Combined voice and data service	84.47	13.17	22.87

(N)

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PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 9 - Access to SS7

2nd Revised Sheet No. 5  
Cancels  
1st Revised Sheet No. 5

## 1. ACCESS TO SS7 (cont'd)

**B. PRICES**

## 1. Service Elements

Description	Non-recurring Charge	Monthly Rate	Usage Rate
Signal Transfer Point, per port	\$917.74 (I)	\$591.31 (I)	
Originating Point Code, per service added or changed	27.57 (I)		
Global Title Address Translation, per service added or changed	13.03 (I)		
Signal Switching, per ISUP message			\$0.000139 (R)
Signal Switching, per TCAP message			0.001087 (I)
Signal Transport, per ISUP message			0.000172 (I)
Signal Transport, per TCAP message			0.000116 (I)
Signal Formulation, per ISUP message			0.000263 (R)
Signal Formulation, per TCAP message			0.000135 (R)
Signal Tandem Switching, per ISUP message			0.000311 (R)

**Disconnection Charges**

Applicable when requesting to remove the Signal Transfer Point, Originating Point Code or Global Title Address Translation service.

Signal Transfer Point, per port	\$191.85
Originating Point Code, per point code	\$ 31.97
Global Title Address Translation, per title address translation	\$ 28.14

(N)

(N)

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**Ameritech**

Tariff

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 10 - Access to 800 Database

2nd Revised Sheet No. 3  
Cancels  
1st Revised Sheet No. 3

**1. ACCESS TO 800 DATABASE (cont'd)****C. PRICES**

An Administrative charge applies to establish Access to 800 Database as described in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 5. Telecommunications carrier subscribing to 800 Carrier-ID-Only must interconnect its Service Switching Point (SSP) office at the local STP or its STP at the regional STP by subscribing to STP ports and Digital Network Access Links (DNALs) as described in Part 19, Section 9 of this tariff. Originating Point Code (OPC) charges as described in Part 19, Section 9 of this tariff also apply. Query charges, depending on the manner of interconnection and where interconnection occurs in the network, apply as described below.

**1. Service Elements**

Description	Per Query
Database Query Using Ameritech Provided Facilities	
-800DB Call-Routing Query	\$0.001285 (R)
-800DB Routing Options Query	0.000044
Local STP Database Query Utilizing Carrier Provided Facilities between the Carrier's Switch and Ameritech's STP and Ameritech Provided Facilities between Ameritech's STP and Ameritech's Regional STP	
-800DB Carrier-ID-Only Query	0.001169
-800DB Routing Options Query	0.000044
Regional STP Database Query Utilizing Carrier Provided Facilities	
-800DB Carrier-ID-Only Query	0.000970
-800DB Routing Options Query	0.000044 (R)

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**Ameritech**

## Tariff

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 11 - Access to Line Information Data  
Base (LIDB)

4th Revised Sheet No. 5  
Cancels  
3rd Revised Sheet No. 5

**1. ACCESS TO LINE INFORMATION DATA BASE (LIDB) (cont'd)****D. PRICES**

An administrative charge applies for Access to LIDB as described in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 5. Originating Point Code charges and STP port charges, as described in Part 19, Section 9 of this tariff, apply for each telecommunications carrier's switch that is terminated on the Company's SS7 network. Validation and Transport LIDB query charges apply and depend on whether the telecommunications carrier subscribes to the Company's Operator Services or provides its own operator services, and where in the SS7 network the telecommunications carrier interconnects its service providing switch.

**1. Service Elements**

Description	Per Query
LIDB Validation Query	\$0.006319 (R)
LIDB Transport Query	\$0.000004 (R)

(D)

(D)

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PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 15 - Provision of Existing Combinations  
of Network Elements

1st Revised Sheet No. 7

Cancels

Original Sheet No. 7

# 1. PROVISION OF EXISTING COMBINATIONS OF NETWORK ELEMENTS (cont'd)

## D. RATE APPLICATION

### Existing UNE-P

#### Recurring Charges

To the extent they apply, all recurring charges as defined in Part 19, Section 2, Unbundled Loops and HFPL, and Part 19, Section 21, Unbundled Local Switching with Shared Transport apply to Existing UNE-P with the following clarifications:

One (1) Cross-Connect service charge shall apply to each Existing UNE-P

One (1) Service Coordination Fee shall apply to Existing UNE-P per carrier bill, per switch.

#### Non-Recurring Charges

Except as noted below, the non-recurring installation and service order charges for the requested port type will apply pursuant to Part 19, Section 21, Unbundled Local Switching with Shared Transport.

#### UNE-P Migration - POTS with Dial Tone Only

- Service Order, install	\$0.06
- Service Order, disconnect	\$0.04

#### UNE-P Migration - POTS without Dial Tone Only

- Service Order, install	<del>\$16.38</del> 5.06
- Service Order, disconnect	<del>\$ 7.22</del> 1.40

When the service order is submitted manually the following service order charges are applicable:

<u>UNE-P Manual Service Order</u> - POTS Only, install	\$79.70
--	---------

<u>UNE-P Manual Service Order</u> - POTS Only, disconnect	\$43.96
---	---------

(D)

(D)

(N)

(N)

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**Ameritech**

Tariff

P.S.C. OF W. 20

PART 19 SECTION 17

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 17 - Access to Customer Name Database

1st Revised Sheet No. 4  
Cancels  
Original Sheet No. 4

**1. ACCESS TO CUSTOMER NAME DATABASE (cont'd)****D. PRICES**

Charges by the Company to the telecommunications carrier will be applied on an individual query basis. A query is defined as an SS7 signal to the database, which sends a telephone directory number (DN) to the database. The information returned by the CNAM database is the customer name associated with the DN in the CNAM database.

Originating Point Code charges as described in Part 19, Section 9, Access to SS7, apply for each telecommunications carrier's switch that is terminated on the Company's SS7 network.

(N)  
|  
(N)

**1. Service Elements**

Description	Per Query
Unbundled Access to CNAM	
-CNAM Database Query	\$0.009013 (R)

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**Ameritech**

## Tariff

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 22 - Provision of New UNE-P and EEL  
Combinations

1st Revised Sheet No. 5

Cancels

Original Sheet No. 5

**1. PROVISION OF NEW UNE-P AND EEL COMBINATIONS (cont'd)****Ordering and Provisioning**

The Company will provide telecommunications carriers with electronic access for pre-ordering capabilities and service order requests for New UNE-P and EEL. Application of service order types and applicable rates are addressed in Section 2, Unbundled Loops and HFPL, Section 12, Unbundled Interoffice Transport and Section 21, Unbundled Local Switching with Shared Transport.

The service installation for each specific New UNE-P or EEL combination is provided at parity with the comparable retail service.

**Rate Application****New UNE-P**

Loop service order charges are not applicable for New UNE-P orders. All other recurring and non-recurring charges as defined in Part 19, Section 2, Unbundled Loops and HFPL, and Part 19, Section 21, Unbundled Local Switching with Shared Transport apply to New UNE-P with the following exception.

(N)

(C)

(C)

(C)

When the service order is submitted manually the following service order charges are applicable to POTS only UNE-P:

(N)

UNE-P Manual Service Order - POTS Only, install	\$79.70
---	---------

UNE-P Manual Service Order - POTS Only, disconnect	\$43.96
--	---------

(N)

**EEL**

All recurring and nonrecurring charges as defined in Part 19, Section 2, Unbundled Loops and HFPL, and Part 19, Section 12, Unbundled Interoffice Transport, apply to each of the unbundled network elements comprising the EEL.

Additionally, the appropriate Cross-Connect charges shall apply as defined in Part 19, Section 12, Unbundled Interoffice Transport.

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Milwaukee, Wisconsin

**EXHIBIT 5**  
**Collocation Cost Model Compliance Modifications**  
**(CONFIDENTIAL)**

**EXHIBIT 6**  
**Summary of Collocation Cost Model -**  
**Physical Collocation**  
**(CONFIDENTIAL)**

**EXHIBIT 7**  
**Wisconsin - Ameritech Compliance CCM**  
**(CONFIDENTIAL)**

**EXHIBIT 8**  
**Ameritech COBO Project Estimates**  
**(CONFIDENTIAL)**



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# **TECHNICAL DOCUMENTATION**

Document Number: 080102A

## **REPORT ON AMERITECH WISCONSIN, INC. COMPLIANCE**

**PUBLIC SERVICE COMMISSION OF WISCONSIN *FINAL DECISION***  
**DOCKET NO. 6720-TI-161**

### **PUBLIC VERSION**

Confidential Information has been redacted and identified as \*\* \_\_\_\_ \*\*

Prepared by: August Ankum, Ph.D.  
Michael Starkey



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# **TECHNICAL DOCUMENTATION**

Document Number: 080102A

## **REPORT ON AMERITECH WISCONSIN, INC. COMPLIANCE**

PUBLIC SERVICE COMMISSION OF WISCONSIN *FINAL DECISION*  
DOCKET NO. 6720-TI-161

## **ATTACHMENT 8**

### ***AMERITECH'S RESPONSE TO CLEC DATA REQUESTS***

**CONFIDENTIAL**

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## **EXECUTIVE SUMMARY**

On May 21, 2002 Ameritech Wisconsin ("Ameritech") filed information in response to the *Final Decision*<sup>1</sup> of the Public Service Commission of Wisconsin ("Commission") in Docket No. 6720-TI-161. QSI Consulting ("QSI") was asked to review the Ameritech submission for purposes of evaluating Ameritech's compliance with the Commission's decision in certain, specific areas. This Technical Document provides QSI's analysis of Ameritech's submission and highlights areas where either (1) it is clear Ameritech has not complied with the Commission's *Final Decision* and additional, compliant data are required, (2) additional information must be provided by Ameritech before compliance can be adequately evaluated, or (3) additional direction from the Commission is required to ensure proper compliance.

Each of the areas wherein action must be taken by the Commission to ensure proper compliance are listed below:

1. With respect to its cost study supporting unbundled loop and subloop rates, Ameritech fails to comply with the Commission's determination that investments made in Alcatel digital loop carrier electronic equipment should be based upon discounted, material prices from Ameritech's most recent Purchase Agreement with Alcatel. While Ameritech does include the most recent contract "list" prices, it fails to account for either the term and/or volume discounts required by the Commission.
2. Ameritech's calculation of loop conditioning costs is not consistent with the Commission's *Final Decision* at page 160.
  - a. Even though it is clear that the Commission intended for Ameritech's monthly recurring, loop conditioning rate element to recover the entirety of Ameritech's loop conditioning costs (based upon the requests of its interconnecting carriers), Ameritech's tariff clearly attempts to limit the application of the conditioning rate additive to loops less than 17,500 feet in length, and to certain conditioning activities (e.g., removal of "excessive bridged tap") while a plethora of other, apparently non-tariffed, charges would apply in other conditioning situations.
  - b. In calculating its loop conditioning additive, Ameritech fails to use "actual historical average costs" as required by the Commission (*Final Decision* page 160) to reflect actual efficiencies encountered in the field

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<sup>1</sup> *Investigation into Ameritech Wisconsin's Unbundled Network Elements, Docket No. 6720-TI-161, Final Decision*, issued March 21, 2002 (ordering paragraph #3 at page 190 requires Ameritech Wisconsin to file "... TELRIC studies, the resulting UNE rates, and draft tariffs all in accordance with this decision" within 60 days of the issuance of the *Final Decision*.)



(including conditioning multiple loops in one work order). Instead, Ameritech simply relies upon the same work steps and work times included in its original cost study, derived from “expert opinion.” Hence, Ameritech’s cost study fails to capture actual efficiencies gained by Ameritech personnel conducting conditioning activities (including the removal of multiple load coils on one work order).

3. Ameritech’s proposed “compliance” tariffs offering access to its Project Pronto network on an unbundled basis via the “Broadband UNE” offering, are deficient in a number of respects. Most notably:
  - a. Ameritech attempts to assess the full subloop rate (\$7.23 per month) when carriers use only the high frequency portion of the loop (“HFPL”) extending from the remote terminal to the customer’s premises. Consistent with the Commission’s *Final Decision* (page 120), carriers using only the HFPL when another carrier provides the voice service, should be assessed a rate of \$0 per month.
  - b. Ameritech’s tariff, as proposed, prohibits carriers from “splitting” the voice and data digital subscriber line (“DSL”) signals inherent in the Broadband UNE so that one carrier may provide the customer’s voice service while another attends to the customer’s data needs. These prohibitions are inconsistent with the Commission’s *Final Decision* (page 126) and its reliance on previous decisions in Docket No. 05-MA-120 requiring Ameritech to allow carriers to participate in “line splitting.”
  - c. Ameritech’s proposed tariff unreasonably limits competing carriers’ access to the full features and functions of the network elements comprising the Broadband UNE. Specifically, Ameritech’s proposed tariff, in violation of the Commission’s *Final Decision* (page 89) provides only a single transmission option for DSL transport between the remote terminal and the central office, even though the Project Pronto network can accommodate multiple transmission options.
  - d. Ameritech’s cost studies supporting its Broadband UNE prices conflict with the Commission’s fill factor requirements. Specifically, Ameritech’s cost study supporting proposed rates for transport between the Project Pronto remote terminal and the central office include additional calculations rendering the effective electronics-related fill factor at \*\* %\*\* instead of the 90% required by the Commission’s *Final Decision* (pages 142-144).<sup>2</sup>

<sup>2</sup> Per Ameritech’s July 25, 2002 responses to CLEC’s compliance data requests, Ameritech conceded that “it does not believe that this [it’s inclusion of an addition \*\* %\*\* reduction in the fill level] is

# **TECHNICAL DOCUMENTATION**

Document Number: 080102A

## **REPORT ON AMERITECH WISCONSIN, INC. COMPLIANCE**

PUBLIC SERVICE COMMISSION OF WISCONSIN *FINAL DECISION*  
DOCKET NO. 6720-TI-161

## **ATTACHMENT 7**

### ***RECALCULATION OF LINE CONDITIONING RATES***

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- e. As described earlier with respect to Ameritech's unbundled loop cost studies, Ameritech's cost studies supporting its Broadband UNE also rely upon Alcatel equipment wherein Ameritech has failed to account for the volume and term discounts required by the Commission's *Final Decision* (pages 145-146).
4. Ameritech fails to comply with the Commission's *Final Decision* with respect to a number of unbundled local switching and shared transport issues.
  - a. Ameritech fails to assume the proper ratio of "growth" to "replacement" lines included within its Ameritech Regional PIP Switching Model ("ARPSM"). While the Commission in its *Final Decision* (page 70) was clear that Ameritech should use a ratio of 70% replacement lines and 30% growth lines, Ameritech's cost study fails to meet this requirement for any of its three switch-types. While this error has only a small impact on analog and digital line investment, it has a significant impact on trunk investments (overestimating those investments by nearly 10%).
  - b. Ameritech's proposed ULS-ST rate structure unreasonably results in double recovery of SS7 costs. In order to avoid such double recovery, the Commission should require Ameritech to eliminate the "ULS-ST SS7 Signaling Transport per Message" charge.
5. Ameritech makes a number of unsolicited revisions to its cost studies supporting nonrecurring costs for the use and implementation of line splitters. Specifically, Ameritech, without any support from the Commission's *Final Decision*, raises the percentage of central offices wherein it is assumed that an Intermediate Distribution Frame ("IDF") will be required (from \*\* %\*\* to \*\* %\*\*), and raises the estimated worktime associated with installing such splitters. Not surprising, both revisions tend to substantially increase Ameritech's non recurring costs associated with line splitters. Both revisions are inappropriate in a "compliance" filing and should be rejected.

It is important to note that limited time and budgetary constraints prohibited QSI from evaluating the entirety of Ameritech's submission. As such, QSI's silence on any issue should not be construed as a suggestion that Ameritech has complied with the

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appropriate" and stated that it has removed the offending calculations from its Broadband Service cost study, pursuant to the revised version served with those responses. However, to date, CLECs have not been informed that Ameritech has filed this corrected study with the Commission. Nonetheless, QSI, as described later in this document, recalculates Ameritech's Broadband Study to remove this error (among other errors) in an effort to reach compliant, TELRIC-based rates. In that respect, the Commission need not rely upon Ameritech's recalculation in adopting proper compliant rates.



Commission's *Final Decision*, or that the CLECs deem the remainder of Ameritech Wisconsin's submission in compliance with the *Final Decision*. The more likely scenario is that QSI simply has not had the opportunity to evaluate the issue in sufficient detail to evaluate compliance.

# **TECHNICAL DOCUMENTATION**

Document Number: 080102A

## **REPORT ON AMERITECH WISCONSIN, INC. COMPLIANCE**

PUBLIC SERVICE COMMISSION OF WISCONSIN *FINAL DECISION*  
DOCKET NO. 6720-TI-161

## **ATTACHMENT 6**

### ***RECALCULATION OF HFPL AND LINE SPLITTER RATES***

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## INTRODUCTION

This Technical Document is provided in response to Ameritech's submission as required by the Commission in its March 21, 2002 *Final Decision* in Case No. 6720-TI-161. The purpose of this document is to provide the Commission with information relevant to its analysis of Ameritech's *Compliance Filing*, as well as to provide suggestions wherein additional analysis must be provided, or changes must be made for purposes of consistency with the Commission's *Final Decision*.<sup>3</sup>

For purposes of clarity, this document recaps QSI's analysis on an issue-by-issue basis, based upon the specific ordering paragraphs of the Commission's *Final Decision*. This issue-by-issue analysis on the part of QSI's cost analysts was facilitated by a comprehensive review of the Commission's *Final Decision* and detailed identification of the obligations imposed upon Ameritech found therein. QSI's analysis of the Commission's *Final Decision* in this regard was structured around the completion of a Compliance Matrix meant to identify each specific requirement placed upon Ameritech by the Commission. While this report will highlight only those areas wherein substantial non-compliance is at issue in specific areas identified by our clients, a complete copy of the QSI Compliance Matrix has been included with this documentation as Attachment 1.

It should be noted that because of limited time and budgetary constraints, QSI's analysis was limited to UNE issues specifically identified by its clients. QSI has not reviewed the Ameritech submission in its entirety. As such, the Commission should not consider QSI's lack of analysis, or silence regarding a particular issue, as an admission by QSI or its clients that Ameritech has, or has not, complied with the Commission's *Final Decision*. This document provides analysis and recommendations specific only to those areas of the Ameritech submission wherein QSI reviewed the underlying documentation in an attempt to evaluate Ameritech's compliance.

## I. UNBUNDLED LOOPS AND SUBLOOPS

Ameritech's initial filing in this proceeding proposed rate increases for basic, 2-wire unbundled loops that would have more than tripled most existing rates. Ameritech's *Compliance Filing* on May 21, 2002 includes rates substantially reduced from Ameritech's original proposal. Yet, it continues to include rates higher than those currently applicable in Wisconsin. The following table compares Ameritech Wisconsin's current basic, 2-wire unbundled loop rates with those originally proposed by Ameritech

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<sup>3</sup> The term "*Compliance Filing*" is used simply to describe Ameritech's May 21, 2002 filing. QSI use of the term "*Compliance Filing*" should not be construed to suggest that QSI finds Ameritech's filing to be in complete compliance with the Commission's *Final Decision*. Indeed, the primary purpose of this publication is to highlight areas wherein QSI believes Ameritech Wisconsin has not complied with the Commission's *Final Decision*.



in this proceeding, as well as with the rates included in Ameritech Wisconsin's *Compliance Filing*:

**Ameritech Wisconsin  
Unbundled Loop Rates - Comparison**  
Basic 2-Wire Interface Loop

Source:	Current Rates	SBC/Ameritech Proposed Rates	Ameritech Proposed "Compliance Rates"
	P.S.C. W. No. 20, Part 19, Sec. 2, Sheet 35	Compliance filing comparison submitted by Ameritech Wisconsin	Compliance filing comparison submitted by Ameritech Wisconsin
Rate Group Area A	\$10.90	\$31.78	\$10.63
Rate Group Area B	\$10.90	\$36.30	\$11.69
Rate Group Area C	\$10.90	\$45.97	\$13.91

In an effort to evaluate the reasonableness of the UNE loop "compliance" rates, QSI analysts reviewed Ameritech's "compliance" cost study and all underlying documentation provided within the *Compliance Filing*, and compared that information to Ameritech's cost documentation supporting its original rate proposals. After having rigorously compared the two studies, QSI's analysts identified areas within the "compliance studies" wherein revisions were required by the Commission's *Final Decision*. As a result of that analysis, two areas of concern became apparent:

- (A) It seems clear that Ameritech has not sufficiently complied with the Commission's requirement that it include costs for digital loop carrier ("DLC") electronic equipment based upon (i) rates included in the more recent, November 2000 Alcatel Litespan<sup>®</sup> contract, and (ii) volume and term discounts actually achieved by SBC in purchasing equipment consistent with discounts available within the contract.
- (B) It appears that Ameritech was unable to use the original Ameritech Facility Analysis Model ("AFAM") runs supporting its proposed unbundled loop (and subloop) rates. As a result, in developing compliance studies, Ameritech was required to rebuild an AFAM profile similar to that used in its original studies, before it could begin to make revisions required by the Commission's *Final Decision*. It appears Ameritech was unable to replicate its original AFAM runs with complete accuracy. As a result, Ameritech was required to use AFAM runs that produced investments relatively comparable to that included in its original runs. Unfortunately, each of the replicated runs relied upon in the *Compliance Filing* generate investments greater than that included in the original AFAM runs. While this difference is not large, and its impact is further lessened by the many downward adjustments required by the *Final Decision*, it is important to note because it highlights for the Commission Ameritech's overriding incentive to include more than reasonable costs at every opportunity. Given that Ameritech could just as easily have generated replicated AFAM output with investment amounts slightly lower than its

# **TECHNICAL DOCUMENTATION**

Document Number: 080102A

## **REPORT ON AMERITECH WISCONSIN, INC. COMPLIANCE**

PUBLIC SERVICE COMMISSION OF WISCONSIN *FINAL DECISION*  
DOCKET NO. 6720-TI-161

## **ATTACHMENT 5**

### ***RECALCULATION OF ULS-ST RATES***

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original estimate, it instead chose to use AFAM output that on every occasion, generated investments greater than those included in its original runs (and hence, in excess of rates anticipated by the *Final Decision*).

#### **I.A. DLC Electronics - Lack of Discount**

In its *Final Decision* (pages 145-146) the Commission required Ameritech to undertake two changes with respect to inputs included in its unbundled loop cost study specific to investments made in loop-related electronic equipment purchased from Alcatel (primarily Litespan® DLC electronics). First, the Commission required Ameritech to base its Alcatel "material price" inputs on its most recent, active contract with Alcatel (as opposed to the older contract upon which Ameritech initially relied). Second, the Commission required Ameritech to make two additional adjustments for purposes of recognizing discounts it received off of the "list price" included in the Purchase Agreement; one discount for the term of the contract and another for the volume component of the contract. Specifically, the Commission stated as follows:

The CLECs focused on two discounts that, when applied sequentially, yield an aggregate discount of 16.02 percent. One discount was a standard term discount Ameritech has been receiving since 1992. It is reasonable to include the standard term discount. Another portion of the discount was based on volume. The record evidence was not conclusive that the level of volume discount proposed by the CLECs was actually achieved. The Commission determines that it is reasonable to use the actual level of discounts Ameritech has achieved in determining the costs of the loop electronics.<sup>4</sup>

In its *Compliance Filing*, Ameritech did use the material prices included in the most recent Alcatel contract in developing unbundled loop rates, however, it applied neither the volume nor the term discounts as further required by the Commission. The following table is taken directly from the unbundled loop study included in Ameritech's *Compliance Filing*. The farthest column to the right was constructed by QSI's cost analysts after having re-reviewed the Alcatel Purchase Agreement referenced by the Commission. The table on the far right provides the strict, undiscounted material prices included in the Alcatel agreement. As you can see by comparing the "Invest." column in the "compliance" cost study, with the column on the far right taken directly from the undiscounted price list from the Purchase Agreement, Ameritech has not applied either the volume nor the term discount as directed by the Commission:

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<sup>4</sup> *Final Decision*, page 145.



In Mr. Starkey's Surrebuttal Testimony filed on February 23, 2001 in this proceeding, he provided a synopsis of the many discounts and promotions offered SBC/Ameritech in the Alcatel agreement, and provided a conservative estimate of the volume and term discounts that would likely apply to Ameritech's purchases of Alcatel equipment in 2001 (the "midpoint" of the study period identified in Ameritech's TELRIC studies). His review of the Alcatel agreement and his conservative analysis resulted in his recommendation that a discount equal to at least \*\*      %\*\* should be applied to the material prices included in Exhibit B to the Alcatel agreement (i.e., the rates Ameritech now includes, undiscounted, in its cost studies). The following excerpt provides his rationale:

# **TECHNICAL DOCUMENTATION**

Document Number: 080102A

## **REPORT ON AMERITECH WISCONSIN, INC. COMPLIANCE**

PUBLIC SERVICE COMMISSION OF WISCONSIN *FINAL DECISION*  
DOCKET NO. 6720-TI-161

## **ATTACHMENT 4**

### ***RECALCULATION OF SWITCH PORT RATES***

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In my direct testimony I presented the Commission with the following formula (Starkey Direct, Page 47) aimed at calculating a reasonable discount that could be applied to the DLC "list prices" resulting from the new Alcatel contract.

\*\*\*The following information is considered to be Third Party Confidential\*\*\*

After reviewing Ameritech's Broadband Service cost study and understanding more fully that Ameritech will be relying almost exclusively on Alcatel to provision its 25,000 new broadband gateways, I am convinced that my original calculation fails to adequately address the discounts that Ameritech is likely to receive over the next four years. Mr. Palmer's testimony indicating that Ameritech may well be spending upwards of \*\*\$  
\*\* on Alcatel equipment also convinces me that Ameritech will easily meet the upper ranges of its volume discount schedule. For these reasons, I've revised my earlier equation and would recommend that the Commission require Ameritech to apply a discount equal to the following:

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The Commission, in the excerpt below, obviously relied upon Mr. Starkey's testimony in requiring Ameritech to, at a minimum, apply the term discount afforded by Alcatel:

The CLECs focused on two discounts that, when applied sequentially, yield an aggregate discount of 16.02 percent. One discount was a standard term discount Ameritech has been receiving since 1992. It is reasonable to include the standard term discount.<sup>5</sup>

As such, at a minimum, Ameritech should have included within its compliance studies Alcatel DLC input prices equal to the "material prices" included in Exhibit B to the

<sup>5</sup> *Id.* [emphasis added]



Alcatel Purchase Agreement, times \*\* %\*\* (to reflect the term discount). Likewise, Ameritech should have provided information highlighting its level of Alcatel equipment purchases for purposes of understanding what level of volume discount it is enjoying. Ameritech did neither and as such, its unbundled loop and subloop studies do not comply with the Commission's *Final Decision*.

In an effort to correct Ameritech's non-compliant study, QSI submitted data requests in an effort to evaluate the proper volume discount to be applied in addition to the term discount described above. Ameritech's responses are less than credible, and hence, less than helpful in accurately implementing the Commission's *Final Decision*. For example, QSI asked the following question and was provided the following response with respect to Ameritech's Alcatel purchases (the entirety of Ameritech's data request responses are included with this document as Attachment 8):

Request #9: Please confirm or deny that Ameritech Wisconsin within its "Broadband Service 2001 [Compliance] study" at Tab 5.2.1 (no line numbers provided), file name: *Broadband Service RWhslUNE\_00-02\_TFA#WWI-02-730*, under the column "Unit Investment," includes the "List Prices" (i.e., no discount applied) for Alcatel Litespan 2000/2012 equipment as taken from the November 2000 SBC/Alcatel agreement.

- a. If your answer to the question above is anything other than an unequivocal "admit," please provide the exact discount applied to the Alcatel Purchase Agreement "List Prices" in arriving at the "Unit Investment" figures included at Tab 5.2.1.

Ameritech Response:

Ameritech Wisconsin is not aware of any list prices for the Alcatel equipment mentioned above. The prices in the cost study for the equipment mentioned above reflect negotiated base prices taken from the November 2000 SBC/Alcatel agreement. No further discounts were applied as none were earned or applicable.

- b. Whatever the discount is that was applied to the "List Prices" in order to arrive at the "Unit Investments" included at Tab 5.2.1 (even if 0%) provide all documentation (including recent purchase orders, invoices, etc.) that indicate the discount included in the cost study is consistent with the discount actually afforded to SBC by Alcatel in its purchase of this equipment.

Ameritech Response:

Ameritech Wisconsin objects to this request on the grounds that the requested information is irrelevant and vague (as to time frame), overly burdensome and voluminous to the extent "all" such documentation is requested. Further, any

# **TECHNICAL DOCUMENTATION**

Document Number: 080102A

## **REPORT ON AMERITECH WISCONSIN, INC. COMPLIANCE**

PUBLIC SERVICE COMMISSION OF WISCONSIN *FINAL DECISION*  
DOCKET NO. 6720-TI-161

## **ATTACHMENT 3**

### ***RECALCULATION OF BROADBAND UNE RATES***

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such documents involve confidential third-party information that would require advance notice to Alcatel prior to any production.

Because Ameritech was unwilling to provide the information required to revise its studies consistent with the Commission's *Final Decision*, QSI is unable to accurately identify the discount Ameritech actually receives for this equipment.<sup>6</sup> Nevertheless, one thing is clear, Ameritech does not, despite its data request responses, pay the list prices without any discount. Its Purchase Agreement with Alcatel (as described above) is simply too clear with respect to the fact that a discount will be applied (without exception) for each year the contract is in place (i.e., term discount), and for nearly any level of volume purchases (i.e., volume discount). To simply suggest, as Ameritech does above without any support (indeed Ameritech simply refuses to provide support), that no discount is applicable, contradicts squarely with its own Purchase Agreement as explained in detail in the evidentiary portion of this proceeding.

With that in mind, QSI is left only with the option of recommending that the Commission, in an effort to force Ameritech's compliance with its *Final Decision*, reduce all Alcatel related investment amounts (throughout all its studies, including, but not limited to, loop, subloop and Broadband UNE studies) by \*\* %\*\* as previously recommended by Mr. Starkey in his Surrebuttal Testimony in this proceeding (see above). If Ameritech believed that this discount was too steep, it has been provided two opportunities to correct that figure and replace it with more accurate information. Ameritech has chosen to withhold information on both occasions (i.e., first with its actual compliance filing and second in response to the CLEC's data requests) directly thwarting the Commission's *Final Decision* and the CLEC's attempts to implement it. At the very least, the Commission should adopt the \*\* %\*\* discount and should consider rounding that discount upwards to 20% based not only the more likely volume purchases of SBC, but also to discourage Ameritech from attempting to benefit from withholding information in the future.

## II. xDSL LOOP CONDITIONING

In its *Final Decision* at page 160, the Commission directed Ameritech to establish a single, monthly recurring line conditioning charge based upon actual historical average costs for performing conditioning work:

<sup>6</sup> Ameritech's objection that providing the requested information would require the production of confidential, third-party data is worth noting as particularly frivolous. Before QSI was ever provided the Purchase Agreement discussed in detail in this document and even more so in Mr. Starkey's testimony in this proceeding, all participating parties (including QSI) were required to sign an extensive "Confidentiality Agreement" that specifically protected Alcatel information. That agreement is still binding today and would certainly protect any information that might have been submitted by Ameritech in response to this request.



The Commission determines that it would be reasonable to use Ameritech's actual historical average costs to develop a single line conditioning charge. Historical costs should reflect efficient practices that perform multiple jobs when possible. Further, by using average actual costs, there will only be one rate needed for line conditioning instead of multiple rates reflecting different combinations of work.

Even though the Commission's decision in this regard seems fairly straightforward, Ameritech in its loop conditioning study supporting rates it claims to be in compliance with the Commission's decision, neither relies upon "actual historical average costs" nor does it establish a "single line conditioning charge." Instead, Ameritech's "compliance" cost study relies upon the exact same work times and work steps included in the cost study rejected by the Commission above, constructed using "expert opinion." Likewise, while Ameritech's proposed tariff includes only a single line conditioning rate, it is clear from its tariff (and even more so from information provided in discovery) that this charge is but one of many that Ameritech intends to assess on CLEC's requiring conditioning. Simply put, Ameritech's proposal for line conditioning conflicts directly and substantially with the Commission's *Final Decision* and major modifications are required before Ameritech's compliance can be assured.

## **IIA. "Actual Historical Average Costs"**

In an attempt to ensure that efficiencies actually enjoyed by Ameritech Wisconsin in the process of removing disturbers from unbundled loops for purposes of making them more compatible with xDSL provisioning were captured by Ameritech's loop conditioning cost study (particularly the likelihood that multiple conditioning activities might be accomplished on a single work order), the Commission required Ameritech to rely upon "actual historical average costs" when developing conditioning rates compliant with its *Final Decision* (see pages 158, 160-161). Ameritech appears to simply have ignored this directive. Ameritech's compliance study uses the exact same worksteps and worktimes included in its original study. Those original worksteps and worktimes do not reflect "actual historical average costs," but instead, rely solely upon "expert opinion" and a number of assumptions (none of which include the possibility that multiple conditioning activities could be accomplished on the same work order).

In an effort to correct Ameritech's error, QSI submitted a number of detailed questions to Ameritech in an effort to evaluate its actual, historical average costs associated with (1) removing load coils, (2) removing bridged tap, and (3) removing repeaters from Ameritech Wisconsin's outside plant. Over its own objection as to the relevance of this information, Ameritech did, on July 25, 2002 (less than 4 business days before the submission of this report was due to be filed with the Commission) submit information from its 5 most recent work orders specific to each conditioning activity.

Even a cursory review of that documentation highlights the fact that Ameritech's "actual historical average costs" are far below those envisioned by its "experts" and as documented in its original study. For example, while Ameritech's cost study assumes



that approximately \*\* \*\* employee hours will be required to remove load coils consistent with a single CLEC request, Ameritech's actual work order documentation shows that on average, only \*\* \*\* hours are spent by Ameritech's technical workforce on each such request.<sup>7</sup> Similar disparities exist with respect to both bridged tap removal and repeater removal.

In an effort to correct Ameritech's error in this regard, QSI cost analysts aggregated Ameritech's "actual historical average cost" information included within its data request responses and recalculated Ameritech's loop conditioning additive using this more compliant information. Instead of the \$0.77 per month advocated by Ameritech (using errant "expert opinion" information), actual information yields a monthly additive equal to only \$0.29 per xDSL loop per month. This more proper loop conditioning additive has been added to Ameritech's proposed tariff, as modified by QSI, in lieu of Ameritech's proposed "compliant" rate (included with this document as Attachment 2). QSI's calculations supporting the \$0.29 compliant rate (including recalculated runs using the more reasonable information in the Ameritech cost study) are found in Attachment 7.

## **IIB. "A Single Line Conditioning Charge"**

The following data request and Ameritech's response thereto best highlights Ameritech's obvious, and rather arrogant, disregard for the Commission's decision to implement a single, monthly recurring rate for purposes of recovering the entirety of Ameritech's loop conditioning expenses.

**Request # 6:** The Commission's Final Decision in Case No. 6720-TI-161 does not distinguish between the recovery of loop conditioning costs for loops greater than or shorter than 17,500 feet in length. Is it Ameritech Wisconsin's position that the Commission's Final Decision (or any other decision) allows it to assess loop conditioning charges other than the monthly recurring additive derived in its xDSL Loop Conditioning Compliance study? If so, please explain the basis of your position and provide any relevant authority supporting Ameritech Wisconsin's position that it may assess loop conditioning charges in addition to the monthly recurring rate additive identified by the Commission.

- a.** If your response to the question above is anything other than an unequivocal "No," please identify all charges that Ameritech Wisconsin believes it may assess (or is planning to assess) for loop conditioning activities (regardless of the length of loop), other than the monthly recurring xDSL loop additive derived in its xDSL Loop Conditioning Compliance Study.

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<sup>7</sup> See Attachment 7 to this document, aggregating information provided by Ameritech in response to CLEC data request #1.

WISCONSIN BELL, INC.

## Ameritech Tariff

P.S.C. OF W. 20  
PART 24 SECTION 1

PART 24 - Other Wholesale Services  
SECTION 1 - Broadband Service

Original Sheet No. 1

### 1. BROADBAND UNE

#### GENERAL

This Section applies to Broadband UNE provided by Ameritech Wisconsin, hereafter referred to as the "Company". Broadband UNE is a non-competitive offering, which is offered in exchanges in Wisconsin as defined in Part 4, Section 1, of this tariff.

The Company has filed this tariff pursuant to orders of the Public Service Commission of Wisconsin and specifically reserves all rights and remedies it may have relating to possible challenges to those orders and this tariff under state and federal law, including federal preemption law.

General Regulations as found in Part 2 of this Tariff apply to this Section unless otherwise specified in this Section. The term "customer", which appears in Part 2 of the General Regulations, is the equivalent of the term "telecommunications carrier" as used in this Section.

This tariff sets forth the terms and conditions for providing Broadband UNE offering consistent with the Public Service Commission of Wisconsin (PSC of W) order in Docket 6720-TI-161.

This tariff is not intended to address other unbundled network elements ("UNEs") that may otherwise be available in the Company outside loop plant network. Telecommunications carrier may obtain UNEs that otherwise are available as required by law (e.g. copper subloops and/or dark fiber) under the terms and conditions provided in the interconnection agreement or tariff as applicable.

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## Ameritech Tariff

P.S.C. OF W. 20  
PART 24 SECTION 1

PART 24 - Other Wholesale Services  
SECTION 1 - Broadband Service

Original Sheet No. 2

### 1. BROADBAND UNE (cont'd)

#### GENERAL (cont'd)

Where the Company has deployed remote terminals with NGDLC, the Company must provide the telecommunications carrier with access to the transmission facility from the customers' premises to the central office.

Access to the Broadband UNE is provided under this tariff where NGDLC is deployed, operational, and facilities are available. Deployment of NGDLC will be at the sole discretion of the Company or as provided by the Commission's Order in 6720-TI-161. The Company will provide to telecommunications carriers information regarding the deployment of this technology through the DSL Tracking Inquiry Tool ("DTI") available via CLEC-Online.

Any xDSL offering established under the terms of this tariff must be technically feasible given the Company NGDLC deployed in a specific AT Broadband UNE. If the Company rejects a customer's request for service, the Company must provide a written explanation of the reasons for rejection. The fact that such service is not technically feasible, based on the best of the Company's knowledge, is not a defense. Additionally, any service provisioned over the network architecture described herein is subject to the technical specifications outlined in the CLEC Handbook, as long as they are consistent with the Commission's Order in 6720-TI-161, any other applicable Commission or FCC Order, and state and federal law. It will be the Company's responsibility to ensure that technical specifications outlined in the Company "Broadband Service Technical Publication" are consistent with the Commission's Order in 6720-TI-161.

At this time, the only form of xDSL offering available with the architecture implemented by the Company is ADSL. To date, the Company has deployed ADSL line cards in the ATM portion of the NGDLC equipment. The application of additional forms of xDSL and other ATM Quality of Service ("QoS") offerings to this architecture consistent with the Commission order in 6720-TI-161 is discussed in Paragraph C.4. of this Section.

With respect to the Broadband UNE, all line cards deployed in conjunction with the Broadband network architecture will be owned and maintained by the Company.

**Response:** It is Ameritech Wisconsin's position that the Wisconsin Public Service Commission's ("Commission") Order in Docket No. 6720-TI-161, issued on March 22, 2002 ("Order"), did not address: (1) loop conditioning prices for the removal of non-excessive bridged tap (bridged tap 2,500 feet in length or less); or (2) loop conditioning prices for the conditioning of loops longer than 17,500 feet. Rather, the Commission's Order dealt solely with conditioning activities which were required to bring a loop within industry standards for DSL capability. The two loop conditioning offerings identified above were developed by Ameritech Wisconsin, at the request of its wholesale customers, following the issuance of the Commission's Order. These two product offerings go beyond the industry standards required to deem a loop DSL capable. Therefore, these new loop conditioning offerings were not addressed in such Order. Under existing FCC regulations, Ameritech Wisconsin is entitled to be paid for any loop conditioning it performs at the request of a CLEC, which would include any requests to condition a loop to remove non-excessive bridged tap or to condition a loop greater than 17,500 in length.

The elements that we believe that we can charge are:

- Removal of Non-Excessive Bridged Tap
- Removal of Load Coils
- Removal of Excessive Bridged Tap
- Removal of Repeaters
- Removal of All Bridged Tap
- Removal of Non-Excessive Bridged Tap

It is also possible that a CLEC may order and SBC would bill for any combination of the above elements.

[emphasis added]

Apparently, Ameritech believes that the Commission, when ordering a single rate for loop conditioning, ordered that rate only with respect to (1) loop less than 17,500 feet in length, (2) loops including bridged tap in excess of 2,500 feet, and (3) DSL capable loops and HFPL (not subloops or any other loop component including portions of the Broadband UNE). Ameritech provides neither support for this interpretation nor any information as to how Ameritech's position squares with the clearly stated intent of the Commission to adopt a single, monthly recurring charge for loop conditioning activities that would be applied to all unbundled loops. It is important to note, that information obtained from QSI's clients indicates that Ameritech continues to assess large, nonrecurring conditioning charges for those activities described above wherein Ameritech believes the Commission's *Final Decision* bears no influence (i.e., "non-excessive" bridged tap, loops in excess of 17,500 feet, etc.).

Obviously, Ameritech's interpretation of the Commission's *Final Decision* is, at a minimum, in error (if not contemptuous). The Commission's decision places no

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P.S.C. OF W. 20  
PART 19 SECTION 18

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 18 - Unbundled Dark Fiber

1st Revised Sheet No. 9  
Cancels  
Original Sheet No. 9

**1. UNBUNDLED DARK FIBER (cont'd)**

**2. PRICES (cont'd)**

**1. Service Elements (cont'd)**

Description / Billing Code /	Nonrecurring Charge	Monthly Price	
Install	Disconnect		
<b>Loop/Sub-Loop Dark Fiber Charges:</b>			
Inquiry Charge, per request /NR9D7/ Loop/Sub-Loop Inquiry	\$ 72.25	-	(T)
Interoffice Transport	296.76	-	(R)
Firm Order Charges			(N)
Administration Charge, per order	11.46(R)	\$ 13.29(N)	(T)
/SEPUC/ Interoffice Transport	466.09	-	(N)
Connection Charges			(T)
- (CO to RT/CEV/Hut, CO to Premises), per stand	357.26(R)	156.27(N)	(C)
- (RT to RT/CEV/Hut/Premises and CEV to Premises), per stand	369.75(R)	-	(N)
Mileage Termination, per fiber, per termination /ULINK/ /ULONG/ Mileage, per fiber, per foot	-	\$ 24.78(I)	(T)
Cross-Connect /UKCHK/ /ULONG/ Mileage, per fiber, per foot	-	-	(T)
Cross-Connect /UKCHK/ /ULONG/ Mileage, per fiber, per foot	-	-	(T)

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P.S.C. OF W. 20  
PART 23 SECTION 2

PART 23 - Interconnection Service for Local  
Telecommunications Carriers  
SECTION 2 - Ameritech End Office Integration  
Service

3rd Revised Sheet No. 14  
Cancels  
2nd Revised Sheet No. 14

**1. AMERITECH END OFFICE INTEGRATION SERVICE (cont'd)**

**2. PRICES (cont'd)**

**1. Service Elements**

**Reciprocal Compensation**

Each party agrees to compensate the other for terminated local calls originating on its network. The following rates apply for local calls originating on a telecommunications carrier's network and terminated at an Ameritech end office.

**• Reciprocal Compensation (Local):**

End Office Local Termination Setup	\$0.000505	(N)
Per MOU	0.000244	(R)
Tandem Switching Setup	0.000735	(N)
Per MOU	0.000392	(R)
Tandem Transport Termination Setup	0.000110	(N)
Per MOU	0.000058	(R)
Tandem Transport Facility Mileage Setup	0.000008	(N)
Per MOU per Mile	0.000004	(R)
<b>Transiting</b>		
The telecommunications carrier agrees to compensate Ameritech for transit calls at the following rates.		
<b>• Transiting (Local and IntraLATA Toll):</b>		
Tandem Switching, per MOU	\$0.004601	(R)
Tandem Transport, per MOU	0.000075	(R)
Tandem Transport Facility, per MOU per Mile	0.000063	(I)

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limitations on the extent to which the single, monthly recurring charge Ameritech is to establish for loop conditioning activities will apply. Likewise, the very fact that a single rate was to be established was meant to ensure that this rate recovered the entirety of Ameritech's loop conditioning costs, without the need to pay "...multiple rates reflecting different combinations of work." (*Final Decision* page 160).

Ameritech's erroneous interpretation of the Commission's *Final Decision* must, unfortunately, be corrected by two specific actions: (1) the tariff language proposed by Ameritech to implement this interpretation must be revised (or removed), and (2) the Commission, if it issues a "Compliance Order," must specifically reject this interpretation and state unequivocally that the monthly recurring rate additive applied to DSL-capable UNE loops adopted by the Commission in this proceeding, is the only method and/or means by which Ameritech is allowed to recover for loop conditioning activities, i.e., Ameritech is prohibited from assessing other rates associated with conditioning an unbundled loop, whether recurring or nonrecurring in nature.

With respect to the first of these actions, QSI has undertaken to remove/modify all language included in Ameritech's proposed tariff necessary to ensure that Ameritech may assess only the single, monthly recurring rate additive for purposes of recovery any loop conditioning costs it incurs (see Attachment 2).

### III. PROJECT PRONTO - BROADBAND UNE

In its *Final Decision* (see pages 89, 114-117), the Wisconsin Commission makes clear that Ameritech is required to unbundle its "Broadband Service Offering" such that competitors may access the facilities comprising the offering as a combination of unbundled UNEs (on an end-to-end basis), at TELRIC-based rates (pursuant to the jurisdiction of the Commission, not as a "voluntary offering" on the part of Ameritech). Ameritech attempts to comply with the Commission's *Final Decision* in this regard by offering its "Broadband UNE" tariff (P.S.C. of W. No. 20, Part 24, Section 1, Original Sheet Nos. 1-50).

While the Broadband UNE Tariff is certainly preferable to the voluntary, non-tariffed offering previously proposed by Ameritech, Ameritech's proposed tariff is, in many instances, overly restrictive and in conflict with past decisions of this Commission (including the *Final Decision* in this proceeding). The following compliance analysis highlights those areas of Ameritech's proposed Broadband UNE tariff wherein (1) the rates, terms or conditions of the tariff are in direct conflict with previous orders of this Commission, and (2) where the tariff language is substantially more restrictive than allowed by the Commission's decision in this proceeding. A synopsis of the issues raised by Ameritech's proposed tariff is provided as follows:

- (A) Ameritech's proposed tariff requires a carrier accessing the High Frequency Portion of the Loop (HFPL) extending from the Project Pronto-capable Next

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P.S.C. OF W. 20  
PART 19 SECTION 18

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 18 - Unbundled Dark Fiber  
1st Revised Sheet No. 8  
Cancels  
Original Sheet No. 8

**1. UNBUNDLED DARK FIBER (cont'd)**

**E. PRICES**

Interoffice and loop/sub-loop dark fiber have a recurring (monthly) rate for each termination and a recurring (monthly) per-foot rate for each strand of fiber. Dark fiber also includes a nonrecurring charge for processing, placing and establishing dark fiber inquiries and orders. Interoffice, loop/sub-loop cross-connects as described above have a rate which is defined below.

**1. Service Elements**

Description /Billing Code/	Nonrecurring Charge	Monthly Price	
<b>Interoffice Dark Fiber Charges:</b>			
<u>Inquiry Charges:</u>			
Inquiry Charge, per request /NR906/	\$310.48	-	(T)
<u>Firm Order Charges:</u>			
Administration Charge, per order /SEPUC/			(N)
Install	11.46(R)	-	(T)
Disconnect	13.29	-	(N)
Connection Charge, per strand	550.58	-	(T)
Mileage Termination, per fiber, per termination /ULICX/		\$32.93(T)	(T)
Mileage, per fiber, per foot /UINCF/		0.00346(R)	(T)
Cross-Connect /UKCJX/		2.91(R)	(T)

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Generation Digital Loop Carrier (“NGDLC”) terminal to the customer’s premises, to pay the full subloop rate (\$7.32). The Commission in its *Final Decision* (page 120) required Ameritech to assess a rate of \$0 for carriers accessing the HFPL.

- (B) Ameritech’s proposed tariff is drafted so as to prohibit “line splitting.” The tariff language specifically prohibits carriers from splitting the voice and data signals inherent in the Broadband UNE, wherein one carrier would accommodate the customer’s voice service while another carrier serves the customer’s data needs. Ameritech’s proposed language in this regard is in direct conflict with the Commission’s *Final Decision* at page 123.
- (C). Ameritech provides only a single option for transport between the NGDLC remote terminal and the Optical Concentration Device (“OCD”) in the Ameritech central office. Specifically, Ameritech offers carriers purchasing the Broadband UNE, only a “best efforts” unspecified bit rate (“UBR”) Permanent Virtual Circuit (“PVC”) for purposes of transporting DSL traffic from the remote terminal to the OCD. Other transport options are supported by the network elements comprising the Broadband UNE and interconnecting carriers have requested access to high-capacity (constant bit rate - “CBR”) transport options. Nothing in the Commission’s *Final Decision* supports the notion that Ameritech should be allowed, at its own discretion, to limit the full features and functions of the network elements comprising the Broadband UNE.<sup>8</sup>
- (D). When calculating the TELRIC-based rates for the components of its Broadband UNE, Ameritech makes an error. Specifically, when estimating costs for the *DLE-ADSL PVC (UBR)* and its OCD port rates (both OC3 and DS3), Ameritech first applies the Commission approved fill factor for loop-related electronic equipment (90%), and then divides this fill-related investment by \*\* %<sup>9</sup>. This additional fill-related adjustment is not explained anywhere in Ameritech’s cost documentation and is in direct conflict with the Commission’s *Final Decision*. In effect, this additional calculation results in an effective fill rate of only \*\* % for the electronics powering the Project Pronto network wherein the Commission’s *Final Decision* (pages 142-146) requires a fill related adjustment equal to 90%.

<sup>8</sup> The Commission’s decision to unbundle the network elements comprising the Broadband UNE (on an end-to-end basis), places those network elements squarely within the jurisdiction of the FCC’s and the Wisconsin Commission’s rules regarding unbundled network elements. As such, among other things, carriers should be afforded full use of all available features and functionality provided by the network elements at issue (see FCC rules §51.309). Ameritech’s attempts to limit such features and functions to only those it chooses to provide are in direct violation of this requirement.

<sup>9</sup> See *Final Decision* at page 144.

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P.S.C. OF W. 20  
PART 19 SECTION 16

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 16 - Unbundled Sub-Loops

1st Revised Sheet No. 17  
Cancels  
Original Sheet No. 17

**1. UNBUNDLED SUB-LOOPS (cont'd)**

**F. PRICES (cont'd)**

**1. Service Elements (cont'd)**

Description	Nonrecurring Charge	Monthly Price	(R) (N)
<u>Line Connection Charge, per occasion</u>			
Install	\$24.69	-	(R)
Disconnect	2.22	-	(N)
<u>Service Coordination Fee</u>			
per carrier bill, per central office	-	\$1.16 <sup>1/1</sup>	
<u>Ameritech Cross-Connect Service Charge</u>			
per sub-loop cross-connected (based on the interface type) to Transmission equipment and/or transport provided by the telecommunications carrier or third party	See Part 23, Section 4		

/1/ Rates previously established in Part 19, Section 2, of this tariff.

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- (E). As previously described in discussing Ameritech's unbundled loop studies, Ameritech when calculating costs for its Broadband UNE, fails to include discounts related to Alcatel DLC equipment. Ameritech includes the Alcatel "List Price" within its Broadband cost studies, completely ignoring any discount SBC receives from the "list price" as detailed in its Alcatel Purchase Agreement.

Because adequately addressing these issues will, in some circumstances, require revisions to Ameritech's proposed Broadband UNE Tariff, QSI has included with this analysis (as Attachment 2), a copy of the Ameritech proposed tariff revised in legislative-style format. By adopting the revisions included in Attachment 2 (and requiring Ameritech to file the revised tariff for approval) the Commission can expeditiously address each of the issues identified above and described in more detail below.

The Project Pronto network is comprised of network elements and network architecture that may be relatively new to analysts having spent the majority of their time reviewing traditional circuit switched outside plant networks. As a result, a brief overview of the Project Pronto network and the Broadband UNE itself is likely to be helpful in better understanding our concerns as expressed above.

Ameritech's Broadband UNE can, conceptually, be broken into three distinct components, each necessary in delivering voice, data, or a combination of the two from a customer's premises to a Project Pronto-capable Ameritech serving wire center. Beginning at the customer's premises and moving toward the wire center, those three components are as follows: (1) a copper subloop connecting the customer's premises to a Project Pronto-capable DLC remote terminal, (2) transmission capacity from the remote terminal to the serving wire center, and (3) termination equipment in the serving wire center capable of accommodating both the voice and data transmission from the remote terminal. Once the data and voice signals are "split" at the remote terminal, both the transmission capacity and their terminating equipment in the serving wire center are accommodated by separate pieces of equipment. For example, as engineered by SBC, the voice and data signals are carried between the remote terminal and the serving wire center on two separate fiber paths (the voice service relies on a traditional time division multiplexing - "TDM" - transmission while the data signal relies on an OC3c packet switched transmission). Likewise, both the voice and data signals are terminated in two different pieces of equipment in the central office. The voice signal terminates in a more traditional DLC central office terminal ("COT") while the data signal terminates in a Asynchronous Transfer Mode ("ATM") packet switch used as an Optical Concentration Device ("OCD") in the SBC architecture.

With that in mind, Ameritech, at Original Sheet No. 50 of its proposed Broadband UNE tariff (P.S.C. of W. 20, Part 24, Section 1) includes the following rate elements associated with the three primary network components described above:

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P.S.C. OF W. 20  
PART 19 SECTION 16

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 16 - Unbundled Sub-Loops

1st Revised Sheet No. 15  
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Original Sheet No. 15

**1. UNBUNDLED SUB-LOOPS (cont'd)**

**F. PRICES (cont'd)**

**1. Service Elements (cont'd)**

Description	Nonrecurring Charges		(T) (N)
	Install	Disconnect	
<b><u>Line Connection Charge</u></b>			
- 2-Wire Analog Sub-Loop	\$161.45 (R)	\$ 75.80 (N)	
- 4-Wire Analog Sub-Loop	162.44	75.80	(C)
- 2-Wire DSL Digital Sub-Loop	184.38	89.45	(C)
- 4-Wire DSL Digital Sub-Loop	188.54	89.45	
- 2-Wire ISDN Digital Sub-Loop	210.05	89.45	(C)
- DS-1 Sub-Loop	391.13	116.20	
- DS3 Sub-Loop	506.13 (R)	164.86 (N)	
<b><u>Service Ordering Charges</u></b>			
- Establish, per occasion	0.08 (R)	0.04 (N)	
- Add or change, per occasion	1.60 (R)	-	(N)
- Record Work Only, per occasion	0.96	-	

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**BROADBAND UNE TARIFF - Proposed**

(P.S.C. of W. 20, Part 24, Section 1, Original Sheet No. 50)

Rate Element	Non Recurring Charges		Mo. Recurring Charge
	Install	Disconnect	
Rate Element 1: DLE - xDSL Sub-Loop (Data Only)	\$9.59	\$1.55	\$7.32
Rate Element 2: DLE - ADSL HFPSL (Line Shared)			\$7.32
Rate Element 3: DLE - ADSL PVC (UBR) OCD Port Termination			\$15.00
Rate Element 4: OC3	\$105.38	\$69.54	\$123.43
Rate Element 5: DS3 OCD Cross-Connect to Collocation	\$119.79	\$81.49	\$141.95
Rate Element 6: OC3	\$112.11	\$24.92	\$4.36
Rate Element 7: DS3	\$116.91	\$20.94	\$36.39
Rate Element 8: DLE SAI 2 Wre	\$76.65		
Rate Element 9: DLE - Combined Voice and Data Service	\$84.47	\$13.17	\$22.87

The following diagram highlights each of these rate elements and their relation to the network elements comprising the Broadband UNE as proposed by Ameritech. Likewise, the descriptions below indicate the specific rate elements (and network elements) required in order to purchase the Broadband UNE in each of its three available alternative forms (as described in Ameritech's proposed tariff):<sup>10</sup>

(A) *DLE - Combined Voice and Data Service*: interconnecting carrier provides both the customer's voice and data service,

(B) *Line Share Option*: interconnecting carrier provides only the data service while Ameritech continues to provide the voice service, and

(C) *Data Only Option*: interconnecting carrier provides a data-only service using the entirety of the loop spectrum (no voice service is provided to the customer over this facility).

<sup>10</sup> Please note that, as described later in this document, while Ameritech's proposed tariff requires collocation for purposes of accessing the Broadband UNE, there are other more efficient ways in which to access elements of the Broadband UNE.

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# Ameritech Tariff

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2nd Revised Sheet No. 14  
Cancels  
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## 1. UNBUNDLED SUB-LOOPS (cont'd)

### F. PRICES (cont'd)

#### 1. Service Elements (cont'd)

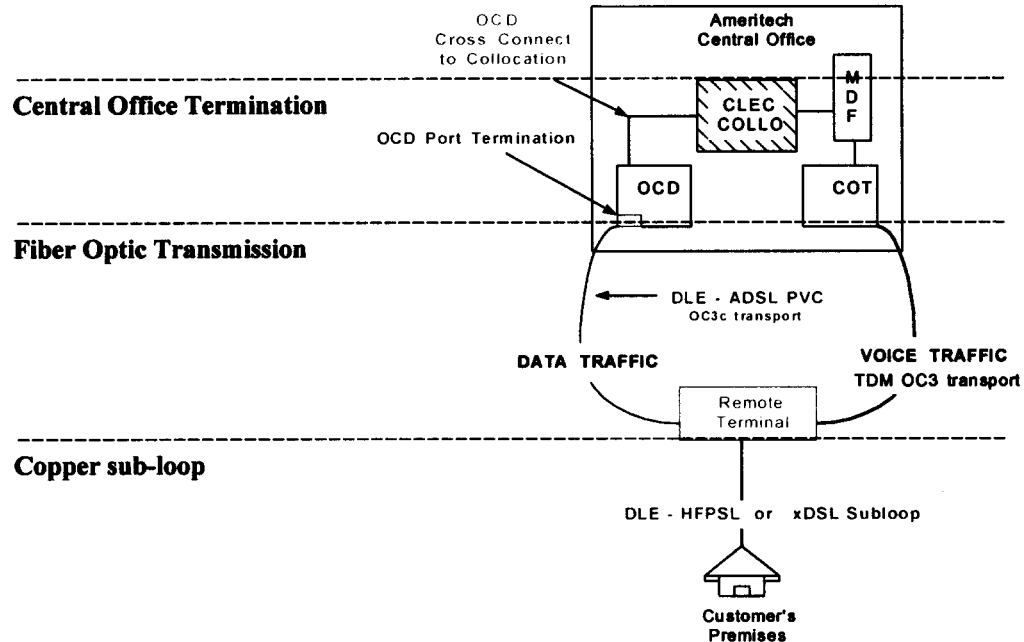
Description	Monthly Payment Access Area			
	A	B	C	
<b>SAI to Terminal</b>				(N)
2-Wire Analog	\$ 5.47	\$ 6.36	\$ 8.33	(C)
4-Wire Analog	10.96	12.70	16.65	
2-Wire DSL Compatible	5.47	6.36	8.33	(C)
4-Wire DSL Compatible	10.96	12.70	16.65	(D)
DSL Compatible	-	-	-	(N)
<b>SAI to NTD</b>				
2-Wire Analog	6.34	7.22	9.26	
4-Wire Analog	12.70	14.39	18.50	
2-Wire DSL Compatible	6.34	7.22	9.26	
4-Wire DSL Compatible	12.70	14.39	18.50	
<b>Terminal to NTD</b>				
2-Wire Analog	1.34	1.31	1.38	
4-Wire Analog	2.67	2.62	2.77	
2-Wire DSL Compatible	1.34	1.31	1.38	
4-Wire DSL Compatible	2.67	2.62	2.77	(N)

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**BROADBAND UNE - NETWORK ELEMENTS**



**BROADBAND UNE SERVICE OPTIONS**

<b>Option A</b> DLE Combined Voice and Data Service Interconnecting Carrier provides both the customer's voice and data services	<b>Option B</b> Line Share Option Interconnecting Carrier provides only the customer's data service while Ameritech continues to provide voice service.	<b>Option C</b> Data Only Option Interconnecting Carrier provides a data service to the customer using the entirety of the loop spectrum (no voice service provided)
<b>RATE ELEMENTS INVOLVED</b> Includes only Monthly Recurring charges and does not include cross-connect elements (starting at customer's premises toward central office)		
DLE - Combined Voice and Data Service \$22.87	DLE - ADSL HFPSL (Line Share) \$7.32 DLE - ADSL PVC (UBR) \$15.00	DLE - xDSL Sub-Loop (Data Only) \$7.32 DLE - ADSL PVC (UBR) \$15.00
<b>Total Mo. Charge</b> \$22.87	<b>Total Mo. Charge</b> \$22.32	<b>Total Mo. Charge</b> \$22.32

**III.A. HFPL not set at \$0.**

The Commission at page 120 of its Final Decision states as follows:

After weighing the evidence about the impact of giving away the HFPL will have on competition from other facilities-based broadband providers and their incentives to invest in Wisconsin, the windfall in profits from the 50% rate, and the incentive for data CLECs to compete with Ameritech in Wisconsin, the

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1st Revised Sheet No. 12

1. UNBUNDLED SUB-LOOPS (cont'd)

**F. PRICES (cont'd)**

1. Service Elements (cont'd)

Description	Monthly Payment Access Area			
	A	B	C	
<b><u>CO to Terminal</u></b>				(N)
2-Wire Analog	\$ 10.22	\$ 11.50	\$ 13.66	(C)
4-Wire Analog	26.65	29.52	31.99	(C)
2-Wire DSL Compatible	9.88	10.77	12.09	(C)
4-Wire DSL Compatible	19.43	21.14	23.79	(C)
2-Wire ISDN Compatible	15.55	17.72	19.81	(D)
4-Wire DS1 Compatible	62.18	69.56	103.14	(D)
<b><u>ESC to SAI</u></b>				(D)
2-Wire Analog	1.54	1.29	1.53	(N)
4-Wire Analog	3.05	2.60	3.02	(C)
2-Wire DSL Compatible	1.54	1.29	1.53	(C)
4-Wire DSL Compatible	3.05	2.60	3.02	(D)

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1. UNBUNDLED SUB-LOOPS (cont'd)

**F. PRICES (cont'd)**

1. Service Elements (cont'd)

Description	Monthly Payment			
	Access Area			
	A	B	C	
<b><u>ESC to Terminal</u></b>				(N)
2-Wire Analog	\$ 5.64	\$ 6.48	\$ 8.69	(C)
4-Wire Analog	11.27	12.98	17.32	(C)
2-Wire DSL Compatible	5.64	6.48	8.69	(C)
4-Wire DSL Compatible	11.27	12.98	17.32	(D)
<b><u>ESC to MID</u></b>				(D)
2-Wire Analog	6.52	7.35	9.60	(N)
4-Wire Analog	13.00	14.67	19.17	(C)
2-Wire DSL Compatible	6.52	7.35	9.60	(C)
4-Wire DSL Compatible	13.00	14.67	19.17	(D)
2-Wire ISDN Compatible	-	-	-	(C)
4-Wire DSL Compatible	-	-	-	(D)
DS3 Compatible	-	-	-	(D)

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ATTACHMENT 2

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Commission find that it is reasonable for Ameritech to provides the HFPL UNE at no cost.

Ameritech's proposed rate structure with respect to its Broadband UNE conflicts with the Commission's decision in this regard. Ameritech's proposed tariff requires an interconnecting carrier (using the "Line Share Option") to bear the full cost of the unbundled subloop extending from the Project Pronto-capable remote terminal to the customer's premises, even though the same loop will still be used to support the customer's voice grade service provided by Ameritech.<sup>11</sup> Likewise, Ameritech attempts to recover the entirety of the cost associated with the digital loop carrier electronics necessary to accommodate both the voice and data circuit, from the data carrier purchasing the Broadband UNE, even though the voice carrier will already be paying for (or should be paying for) a portion of these shared costs.

In view of the three available service options described above, QSI's initial concern revolves around Option B, the "Line Share Option." In a Line Share scenario as described by Ameritech's proposed tariff, the interconnecting carrier would provide the data service to the customer while Ameritech continues to provide the customer's voice service. In this scenario, the interconnecting carrier relies upon the "High Frequency Portion of the copper Subloop" ("HFPSL") extending from the Project Pronto-capable remote terminal, while Ameritech uses the voice-grade band of the same subloop for purposes of providing the customer's voice service. Both the competing data carrier and Ameritech share the remote terminal used to provide the service, and, as shown above, both rely upon separate fiber optic transport options (and fiber termination electronics) to reach the central office.

The problem arises in that Ameritech's "compliance" tariff requires the competing data provider to recover the entirety of the cost for the copper subloop extending from the remote terminal to the customers premises (*DLE-ADSL HFPSL* - \$7.32 per month). This is directly contrary to the Commission's *Final Decision* (page 120) wherein Ameritech is required to allow the data carrier access to the HFPL without charge. The Commission's *Final Decision* does not differentiate between the HFPL when accessed over an entire loop or when accessed only on a subloop. In both circumstances the Commission requires access to the high frequency component of the copper facility at \$0 per month (with the carrier paying only for the equipment necessary to "split" the loop between voice and data frequencies).

Of further concern is the fact that Ameritech's proposed tariff would also require the data carrier (using the Line Share Option) to recover the entirety of Ameritech's remote terminal costs associated with supporting and splitting the data/voice signals (these costs are recovered in the \$15.00 per month *DLE-ADSL PVC* charge), even though

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<sup>11</sup> As described later in this document, even though Ameritech's tariff, as proposed, requires that Ameritech supply the voice service in any line share arrangement, such a restriction is unreasonable and in violation of this Commission's previous decisions regarding line splitting.

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SECTION 16 - Unbundled Sub-Loops 1st Revised Sheet No. 11

1. UNBUNDLED SUB-LOOPS (cont'd)

F. PRICES

1. Service Elements

Description	Monthly Payment			
	Access Area			
	A	B	C	
<b>CO to ESC</b>				(T)
2-Wire Analog	\$ 4.98	\$ 5.56	\$ 6.79	(C)
4-Wire Analog	16.21	17.64	18.25	
2-Wire DSL Compatible	6.90	8.10	11.09	
4-Wire DSL Compatible	13.43	15.83	21.85	
2-Wire ISDN Compatible	14.46	15.93	20.89	(C)
4-Wire ISDN Compatible	87.02	94.59	110.48	(D)
<b>CO to RT</b>				(D)
DS3 Compatible	792.71	904.42	920.51	(N)
<b>CO to SAI</b>				(N)
2-Wire Analog	6.13	6.31	6.49	(C)
4-Wire Analog	18.42	19.14	17.69	
2-Wire DSL Compatible	5.79	5.57	4.93	
4-Wire DSL Compatible	11.21	10.77	9.49	
2-Wire ISDN Compatible	11.46	14.52	12.65	(C)
4-Wire ISDN Compatible	53.53	58.78	88.40	(D)

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Ameritech's voice service would rely upon this same equipment (indeed, both the voice and data carrier would share much of the DLC's capabilities).<sup>12</sup> In compliance with the Commission's *Final Decision* (page 121), the interconnecting data carrier should pay only for the equipment used to derive and/or split the DSL signal from the voice signal already provided by Ameritech. This is best accomplished by removing from Ameritech's proposed *DLE-ADSL PVC (UBR)* costs, the DLC costs already recovered in the voice grade unbundled loop rate (the costs of which should be borne by the voice provider). While QSI has undertaken this analysis and the results are provided in Attachment 3, additional revisions are also required to Ameritech's derivation of its *DLE-ADSL PVC* costs as explained in more detail later in this document.

In order to rectify its non-compliance with the Commission's *Final Decision* (as described above), Ameritech must be required to:

- (1) establish a rate of \$0 for the *DLE-ADSL HFPSL (Line Share)* network element identified in its Broadband UNE tariff, and
- (2) establish an additional rate for *DLE-ADSL PVC (UBR) - Line Share* for purposes of recognizing that in a Line Share arrangement, only the additional remote terminal electronic costs associated with accommodating the data circuit should be recovered from the data carrier. The rate for *DLE-ADSL PVC (UBR) - Line Share* should not exceed \$6.24.<sup>13</sup>

Ameritech's compliance with the two requirements described above would result in an interconnecting carrier, in a Line Sharing arrangement (Option B described above), paying \$6.24 for accessing the Broadband UNE, instead of the \$22.32 identified in the table above depicting Ameritech's proposed rates.

### **III.B. Ameritech's tariff attempts to prohibit Line Splitting**

The Commission states as follows at page 121-122 of its *Final Decision*:

The parties addressed in their briefs the question of whether Ameritech should be required to provide line splitters. That issue was designated to be decided in the AT&T/Ameritech arbitration docket and only the costing issues required resolution in this proceeding.

In its most recent order in the AT&T/Ameritech arbitration, the Commission required Ameritech to provide line splitters to AT&T and concluded that line splitting, as

<sup>12</sup> Because Ameritech will use this same equipment to continue providing voice services, some amount of its retail rate goes toward recovering this equipment. As a result, recovering the entirety of the equipment from the CLEC using the Broadband UNE provides Ameritech a windfall (i.e., double recovery).

<sup>13</sup> See Attachment 3 wherein three revisions, including removal of costs already recovered by the voice provider, are made to Ameritech's original derivation of *DLE-ADSL PVC (UBR)* costs in arriving at the \$6.24 recommended by QSI for the newly created *DLE-ADSL PVC (UBR) - Line Share* rate element.

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1st Revised Sheet No. 6  
Cancels  
Original Sheet No. 6

1. UNBUNDLED SUB-LOOPS (cont'd)

**C. TERMS AND CONDITIONS**

2. Ordering (cont'd)

The Company will provide access to its unbundled sub-loops at various connection points (terminals and/or termination points) within the Company's network. The identified connection points are identified in Service Descriptions under DESCRIPTION in this Section, and the telecommunications carrier may request access to the Company's loop plant at the following sub-loop connection points:

A) CO to	RT	(T)
B) CO to	SAI	(T)
C) CO to	Terminal	(T)
D) CO to	ECS	(D)
E) ECS to	Terminal	(D)
F) ECS to	NID	(D)
G) ECS to	SAI	(D)
H) SAI to	Terminal	(D)
I) SAI to	NID	(D)
J) Terminal to	NID	(D)

- The Ameritech Cross-Connect Service rate, shown in RATE APPLICATION following, is applicable when a sub-loop is cross-connected to the telecommunications carrier's equipment. It is applied per sub-loop cross connect, based on the type of sub-loop.

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1st Revised Sheet No. 9  
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Original Sheet No. 9

1. UNBUNDLED SUB-LOOPS (cont'd)

**E. RATE APPLICATION**

Sub-Loop Rates and Charges are shown in PRICES in this Section. Rates are applied as follows:

Unbundled Sub-Loops

Rates and charges for unbundled sub-loops are applied on an individual sub-loop basis.

Service Order Charges

Establish

This charge is applicable for installation and disconnection when sub-loops are ordered. Charges are for Central Office Originating Sub-loops and for Non-Central Office Originating Sub-loops.

Central Office Originating Sub-loops are as follows:

- CO to RT
- CO to ECS
- CO to SAI
- CO to Terminal

Non-Central Office Originating Sub-loops are as follows:

- ECS to SAI
- ECS to Terminal
- ECS to NID
- SAI to Terminal
- SAI to NID
- Terminal to NID

Add or Change

This charge is applicable for installation and disconnection when adding or changing service on an existing sub-loop, per occasion.

Line Connection Charge

This charge is applicable for installation and disconnection for each sub-loop that is ordered.

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accomplished using Ameritech-owned splitters, was consistent with its *Final Decision* in this proceeding:

The Commission here determines that the panel correctly decided that line splitters should be treated as ancillary equipment that is part of the loop network element, and that Ameritech should furnish line splitters to AT&T upon request.

The Commission concludes that the Act does not prohibit this Commission from ordering Ameritech to provide line splitters. Furthermore, the Commission has the authority under state law to address the issue of line splitting.

Moreover, an order directing Ameritech to furnish line splitters is consistent with the majority's discussion and preferences in docket 6720-TI-161. There, the majority favored adopting the end-to-end UNE-P because it would provide the full range of features and functionalities of the loop to competing carriers. If the Commission does not order Ameritech to furnish line splitters, the CLECs would provide that functionality with CLEC-provided equipment installed in a collocation space. This is a feasible alternative, but may be more expensive and less convenient.<sup>14</sup>

Despite these findings by the Commission, placing upon Ameritech a clear obligation to facilitate line splitting, Ameritech's Broadband UNE tariff includes language specifically prohibiting line splitting when carriers rely upon the Broadband UNE. The following language taken from Ameritech's proposed Broadband UNE tariff provides only a few examples of Ameritech's proposed prohibition in this regard:

This option [the broadband UNE in a "line shared" arrangement] will not be available to telecommunications carriers where the retail voice service (POTS) is provided by any carrier other than the Company [Ameritech], including those situations where the voice service is provided by any other carrier on a resale or leased basis (e.g., UNE Platform) from the Company.

*Ameritech proposed P.S.C. of W. 20, Part 24, Section 1, Original Sheet No. 17, ¶2.2.2.3*

The Company will not offer the capability for telecommunications carrier and a third party to this tariff to share the voice and data portion of the loop.

*Ameritech proposed P.S.C. of W. 20, Part 24, Section 1, Original Sheet No. 13, ¶1.5.1*

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<sup>14</sup> *Petition for Arbitration to Establish an Interconnection Agreement Between Two AT&T Subsidiaries, AT&T Communications of Wisconsin, Inc. and TCG Milwaukee, and Wisconsin Bell, Inc. (d/b/a Ameritech Wisconsin), Docket No., 05-MA-120, Order Rejecting an Interconnection Agreement, Mailed March 15, 2002 (see Commission decision with respect to Issue 34, pages 20-21).*

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PART 19 SECTION 2

PART 19 - Unbundled Network Elements and Number  
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SECTION 2 - Unbundled Loops and HFPL

1st Revised Sheet No. 37  
Cancels  
Original Sheet No. 37

## 1. UNBUNDLED LOOPS (cont'd)

### F. PRICES (cont'd)

Description	Nonrecurring Charge		Monthly Price
	Install	Disconnect	
<b>HFPL</b>			
1/2 Loop Charge (Areas A, B and C)	-	-	(R)
- OSS Modification Charge	-	-	\$0.88 (R)
- Cross Connect Charge	-	-	0.64 (R)
- Line-at-a-time Company-Owned Splitter	-	-	1.52 (R)
<b>HFPL Cross Connect Configuration Charge</b>			
Company-Owned Splitter	44.44 \$36.19 (R)	44.44 \$36.19 (N)	-
CLEC-Owned Splitter Integrated	44.44 \$27.92 (R)	44.44 \$35.70 (N)	-
Non-Integrated	44.44 \$27.92 (R)	44.44 \$35.70 (N)	-
Manual Loop Qualification Charge	44.44 \$27.92 (R)	44.44 \$35.70 (N)	-
Detailed Manual Loop Qualification Charge	27.28 (I)	-	-
Mechanized Loop Qualification	TBD//	-	-
Service Ordering Charges:	TBD//	-	-
Establish, per occasion	-	-	-
Add or Change, per occasion	-	-	-
Record Work Only, per occasion	0.08 (R)	0.04 (N)	(N)
	1.60 (R)	-	-
	.96	-	-

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PART 19 SECTION 16

PART 19 - Unbundled Network Elements and Number  
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1st Revised Sheet No. 3  
Cancels  
Original Sheet No. 3

## 1. UNBUNDLED SUB-LOOPS (cont'd)

### A. DESCRIPTION

#### Service Description (cont'd)

- Sub-loop connection points are
- Central Office (CO)
  - Remote Terminal (RT)
  - Engineer Controlled Splice (ECS)
  - Serving Area Interface (SAI)
  - Terminal (TERM)
  - Network Interface Device (NID)

The transmission parameters associated with the types of sub-loops below are contained in the Ameritech Technical References listed in D. following.

### B. DEFINITIONS

#### Analog Sub-Loops

- A 2-wire Analog Sub-Loop facilitates transmission of voice grade signals.
- A 4-wire Analog Sub-Loop facilitates transmission of voice grade signals using separate transmit and receive paths.

#### Digital Sub-Loops

- A 2-wire 160 Kbps Digital Sub-Loop (ISDN-BRI) facilitates transmission of digital signals at 160 Kbps and provides 2B+D channels using 2B1Q Protocol.
- A 4-wire 1.544 Mbps (DS-1) Sub-Loop facilitates transmission of digital signals at 1.544 Mbps.

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The Company will not provide the voice path to the telecommunications carrier collocation arrangement and the data path to a third party collocation arrangement or vice versa.

*Ameritech proposed P.S.C. of W. 20, Part 24, Section 1, Original Sheet No. 13, ¶1.5.3*

The line shared network service arrangement outlined above is only available in such instance that the Company is the billing provider of the voice service to the end user.

*Ameritech proposed P.S.C. of W. 20, Part 24, Section 1, Original Sheet No. 10, ¶1.4.2.4*

In order to comply with the Commission's *Final Decision* (and its most recent order in Docket No. 05-MA-120), Ameritech must allow interconnecting carriers to "line split" and must provide splitters when necessary to accomplish this arrangement. Line splitting is technically feasible not only when the loop is provided solely over copper facilities, but also when Ameritech's Project Pronto facilities, and its Broadband UNE, are used to provide DSL.

Indeed, line splitting using the Broadband UNE is less cumbersome than line splitting using an end-to-end copper loop as Ameritech need not provide a stand alone splitter. Because the Asynchronous Digital Line Unit ("ADLU") used by Project Pronto in the DSL-capable remote terminal, inherently provides the splitting function, routing the independent voice and data signals over two completely separate fiber optic transmission paths back to the central office, no additional equipment is required by Ameritech to facilitate line splitting using the Broadband UNE. "Splitting" the DSL-based voice and data signals is an inherent part of the Broadband UNE. As such, to allow carriers to "line split" using the Broadband UNE, Ameritech need only be required to remove its prohibitions limiting carriers from terminating individual voice and data cross-connect elements to two different collocation cages (one for the voice provider and the other for the data provider). No additional equipment or effort on Ameritech's part is required to accomplish line splitting in this scenario.

Of further concern is Ameritech's requirement that network elements comprising the Broadband UNE be accessed by carriers collocating in Ameritech's central office. Ameritech's proposed tariff time and again restricts access to the Broadband UNE only to those carriers having established collocation in a Project Pronto-capable central office. Of course, among other things, this limitation is meant to limit the possibility of a carrier relying upon a Unbundled Network Element Platform ("UNE-P") to provide the customer's voice service while a separate carrier provides the data. The following diagram helps to understand how such an arrangement would be accomplished and how Ameritech's collocation requirement would prohibit this alternative (even though it is by far the most efficient method by which two carriers might be able to share a customer's voice and data services):

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## PART 19 - Unbundled Network Elements and Number Portability

Original Sheet No. 36.1

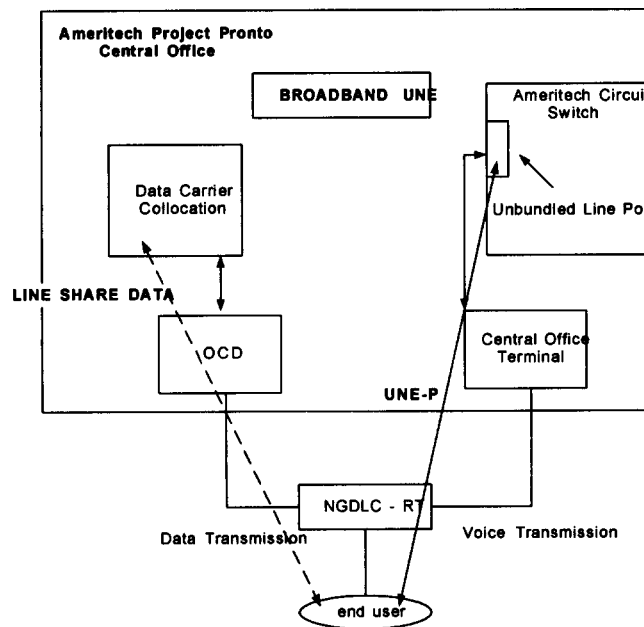
## 1. UNBUNDLED LOOPS (cont'd)

[illegible]

// This charge applies to every ~~extra~~<sup>additional</sup> loop and ~~conditioning~~<sup>conditioning</sup> request (including those of our loop conditioning unit) for conditioning components of the Broadband RSC as described elsewhere in this tariff regardless of whether conditioning is performed on the particular loop and is designed to recover the cost of conditioning all loops that require conditioning, regardless of length and/or conditioning activities required with the exception that ~~the~~<sup>these</sup> ~~are~~<sup>are</sup> removed from loops under load coils, repeaters and ~~extensive~~<sup>extensive</sup>-bridged tap at no charge.

/2/ Material formerly appeared on Original Sheet No. 36 in this Section.

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Obviously, in the arrangement described above, the carrier relying upon Ameritech's UNE-P to deliver the customer's voice service is not collocated. Hence, if Ameritech's tariffs were approved as filed (requiring all carriers accessing components of the Broadband UNE to be collocated), this arrangement would be prohibited, even though the efficiencies gained by all involved are obvious. Nothing in the Commission's *Final Decision* supports Ameritech's requirement that components of the Broadband UNE must be accessed only via collocation, indeed, the Commission's requirement that Ameritech facilitate line splitting (one alternative of which is depicted above), would appear to prohibit such a requirement.

In order to facilitate Ameritech's compliance in this regard, the Commission need only require Ameritech to remove the line splitting and collocation prohibitions included in its proposed tariff and ensure that Ameritech continues to comply with the Commission's previous orders requiring it to facilitate line splitting on behalf of its interconnecting carriers (the revised tariff included with this analysis as Attachment 2 addresses this issue by removing Ameritech's non-compliant prohibitions and adding a direct requirement to facilitate line splitting).

### III.C. Ameritech's proposed tariff offers only a "best efforts" transmission (i.e., Ameritech offers only a UBR PVC)

Ameritech's Broadband UNE tariff provides only a single, "best efforts," unspecified bit rate permanent virtual circuit ("UBR-PVC") between the Project Pronto-capable remote terminal and the optical concentration device ("OCD") in the central office. This is

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1. UNBUNDLED LOOPS (cont'd)

F. PRICES (cont'd)			
Description	Nonrecurring Charge		Monthly Price
	Install	Disconnect	
(C)			
Service Order Charges:			
Analog/Digital:			
- Initial, per occasion	\$0.08	0.04	-
- Add or change, per occasion	1.60	-	-
- Record Work Only, per occasion	0.96	-	(T)
Line Connection Charges, per termination	24.69	2.22	-
		-	-
(N)			
Loop Provisioning, per order:			
DS0 Service	106.86	81.59	-
DS1 Service	308.12	153.75	-
DS3 Service	326.46	167.76	-
Service Order Charges, per order:			
DS0 Service	2.57	0.95	-
DS1 Service	2.57	0.95	-
DS3 Service	2.57	0.95	(N)
			/1/

/1/ Material now appears on Original Sheet No. 36.1 in this Section.

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extremely problematic because it, by default, ensures that interconnecting carriers will be unable to support innovative or creative data products using the Broadband UNE. Indeed, it nearly ensures that only residential-quality Internet access can be supported by the Broadband UNE. This effort on Ameritech's part to severely limit its interconnecting carriers' use of the full features and functions of the Project Pronto network elements is not consistent with the Commission's *Final Decision* (page 114).

The Commission in requiring Ameritech to unbundle its Project Pronto network as an end-to-end UNE, considered the innovation and increased investment that would result if carriers could access the Ameritech network in such a fashion.<sup>15</sup> Certainly Ameritech's proposed tariff, and its attempt to limit competitors to only a pittance of the true features and functions of the Project Pronto network is not consistent with this portion of the Commission's order.

Between the Project Pronto-capable remote terminal and the central office, interconnecting carriers will rely upon OC3c PVCs to carry their data-traffic. All carriers, including Ameritech, will rely upon the common bandwidth available between the remote terminal and the central office in this fashion. Ameritech's tariff provides that competing carriers can access this common bandwidth, only on a first-come-first served, "best efforts" arrangement, despite the fact that the NGDLC remote terminal equipment upon which Project Pronto relies can be programmed to provide carriers with dedicated levels of bandwidth (referred to as Constant Bit Rate or "CBR" PVCs). Without access to CBR (and/or other types of dedicated access), carriers cannot develop or market video-related products or a myriad of other advanced services that require some reliable transmission capacity.

While Ameritech's proposed tariff does mention a CBR offering, it does not include rates for this offering and other portions of its tariff appear to insist that only UBR transmission will be available (some inconsistency in this tariff is apparent). Likewise, even when briefly discussing the option of a CBR PVC, Ameritech limits carriers to 96 kbps of dedicated bandwidth. This amount is far below that required to support quality video or more innovative data products and is far below that achievable by the Project Pronto network. In order to ensure compliance with its *Final Decision*, and its desire to prompt the deployment of competitive advanced services in Wisconsin, the Commission must require Ameritech to provide a broader range of transmission options capable of supporting greater, reliable data throughput. For purposes of providing an expeditious resolution to Ameritech's compliance in this regard, we have included within the proposed tariff included as Attachment 2 to this analysis, a minimum number of additional transmission options that the Commission should require Ameritech to implement. Because additional options are certainly possible and required by many services CLECs will undoubtedly wish to deploy in the near future, the Commission should view our recommendations for further transmission options as a minimum list to which additional options should be made available upon request by competitors.

<sup>15</sup> *Final Decision*, pages 109-110.

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1st Revised Sheet No. 31  
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**1. UNBUNDLED LOOPS (cont'd)**

**F. RATE APPLICATION**

Digital Loops

Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or disconnection of elements and rearrangements of installed elements). The nonrecurring charges that apply are as follows:

Loop Provisioning - applies when a telecommunications carrier initiates an order for installation or for disconnection, requires engineering design, changes at the Company wire center or changes at the telecommunications carrier's end user location. This charge applies per carrier order regardless of the number of digital loops on the order.

(T)

(T)

(P)

(D)

HFPL

Service Order Charges

Service Order Nonrecurring Charges apply for the receiving, recording and processing of information necessary to execute a telecommunications carrier's request for installation, disconnection, and subsequent activity. Unless otherwise specified, the appropriate Service Order Charge is in addition to any other nonrecurring charge that may be applied for the equipment or service furnished.

Service Order Establish Charge

The Establish Service Order Charge, as appropriate, applies when a telecommunications carrier initiates an order for an HFPL. This charge applies per occasion per order per telecommunications carrier's end user location.

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2nd Revised Sheet No. 35  
Cancels  
1st Revised Sheet No. 35

**1. UNBUNDLED LOOPS (cont'd)**

**F. PRICES**

Description	Monthly Rate Rate Group //		
	A	B	C

Analog			
- 2-Wire Interface Loop	\$ 10.63(R)	\$ 11.69(I)	\$ 13.91(I)
- Basic			
PBX Ground Start	13.33(I)	14.65(I)	16.10(I)
COPTS Coin	11.16	12.37	14.42
(N)			
- Electronic Key Line (EKL)	17.50(I)	19.00(I)	19.33(I)
- Interface Loop //			
- 4-Wire Interface Loop	27.82(I)	30.54(I)	33.07(I)

Digital

- 2-Wire 160 Kbps (ISDN-BRI)	16.05(I)	18.12(I)	20.24(I)
- Interface Loop //			
- 2-Wire 144 Kbps (ISDL) Interface	16.05(I)	18.12(I)	20.24(I)
- Loop //			
- 4-Wire 1.544 Mbps Interface	62.64(R)	70.24(I)	104.32(I)
- Loop //			
- 2-Wire ADSL/HDSL Compatible	10.40(R)	11.20(I)	12.53(I)
- Interface Loop //			
- 4-Wire HDSL Compatible Interface	20.66(R)	22.21(R)	24.87(I)
- Loop //			
- DS3 Loop	804.77	923.97	952.45
(N)			

/1/ Rate Groups, listed by Exchange, are shown in **RATE GROUPS** following.  
/2/ For situations where the transmission characteristics cannot be met, distance extension will be provided based upon Special Construction Charges.

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### III.D. Ameritech applies a second, unreasonable “fill factor” adjustment of

**\*\* %\*\***

In its *Final Decision* (pages 142-144), the Commission requires Ameritech to utilize a fill factor equal to 90% for loop related electronics (field reporting code 257c) when calculating compliant TELRIC-based costs. In its derivation of Project Pronto related rates (specifically its derivation of the *DLE-ADSL PVC UBR* and *OCD Port* elements), Ameritech not only applies the Commission approved fill factor, but in a second, unexplained step, divides its fill-adjusted investment by a second fill factor equal to **\*\* %\*\***. This additional adjustment is not warranted, nor reasonable, and is not consistent with the Commission’s *Final Decision*. In effect, this second adjustment allows Ameritech to apply an effective fill factor of just 60% for electronics that account for more than 90% of the Broadband UNE’s investment (i.e.,  $1 \times 90\% \times 67\% = 60\%$ ).

An example best makes this point. Ameritech estimates monthly recurring costs associated with its Broadband UNE via its *Broadband Service 2001 Study, May 2002* (electronic file: *Broadband Service\_R\_WhslUNE\_00-02\_TFA#WI\_02-730*). At Tab5.2.1 Ameritech derives costs associated with its *DLE-ADSL PVC UBR* (the transmission facility between the remote terminal and central office). The following table provides an overview of the calculations made in arriving at Ameritech’s proposed rate (\$15.00).

The reader need only focus his/her attention on columns D through F to understand that Ameritech has not only incorporated the Commission’s approved 90% fill factor, but also an additional **\*\* %\*\*** upward adjustment. Ameritech provides no explanation for this additional calculation. Indeed, unlike the table above created by QSI, which provides a fairly logical explanation for the ultimate rate (made possible only after detailed analysis of numerous individual tabs within the Ameritech cost model), Ameritech applies the **\*\* %\*\*** within an Excel calculation which is only detectable if the analyst happens to review each spreadsheet cell used in calculating the total costs. Ameritech provides no

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**1. UNBUNDLED LOOPS (cont'd)**

**B. RATE APPLICATION**

Loop Rates and Charges are shown in **PRICES** following. Rates are applied as follows:

**Analog Loops**

**Service Order Charges**

Service Order Nonrecurring Charges apply for the receiving, recording and processing of information necessary to execute a telecommunications carrier's request for installation, disconnection, and subsequent activity. Unless otherwise specified, the appropriate Service Order Charge is in addition to any other nonrecurring charge that may be applied for the equipment or service furnished.

**Establish Service Order Charge**

Establish Service Order Charge applies when a telecommunications carrier initiates an order for an analog loop. This charge applies per occasion per order per telecommunications carrier's end user location.

**Service Order Add or Change Charge**

This charge is applicable when adding or changing service on an existing analog loop. This charge applies per occasion per order per telecommunications carrier's end user location.

**Record Work Charge**

This charge applies to a subsequent request that involves only record activity.

**Line Connection**

A connection (i.e. installation and disconnection) charge applies to each analog loop on the order.

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rationale for the second adjustment and we can determine no logical, reasonable purpose for its application. In other words, Ameritech buries this unsupported (and substantial) adjustment in its spreadsheet and never once mentions it. This second adjustment simply isn't compliant with the Commission's determination that a fill factor equal to 90% should be used in calculating investments for loop-related electronics.

The following table mimics the table above with the only difference being that QSI's analysts have removed the inappropriate adjustment included by Ameritech.<sup>16</sup>

As the table above makes clear, by inappropriately including a second fill factor-related adjustment Ameritech was able to overestimate its costs associated with this particular rate element by nearly 50%. In an effort to correct this error, QSI has recalculated Ameritech's *DLE-ADSL PVC UBR*, and *OCD port* (both OC3 and DS3) costs. However, before a compliant *DLE-ADSL PVC UBR* rate can be established, additional revisions are required (see below). Nonetheless, QSI's recalculation of Ameritech's proposed *DLE-ADSL PVC UBR* rate (including all revisions) and its *OCD port* rates can be found in Attachment 3.

### **III.E. Lack of Alcatel Discount**

Ameritech's Broadband UNE (primarily its *DLE-ADSL PVC UBR*) relies upon Alcatel Litespan 2000/2012 equipment. As such, in estimating costs/prices for its Broadband UNE rate elements, Ameritech relies upon investments for Alcatel equipment. As described earlier in our discussion of unbundled loop-related issues, Ameritech fails to account for any discount it receives off of the "List Price" for Alcatel equipment. The Commission's *Final Decision* (pages 145-146) in this proceeding requires Ameritech to take such discounts into account. Ameritech's failure to do so in calculating both its unbundled loop, and its Broadband UNE proposed rates, requires that those rates be recalculated before compliance can be achieved. QSI has recalculated Ameritech's

<sup>16</sup> Because fill factors are generally applied by dividing investments by the applicable fill (in an effort to "unitize" the investment to a per demandable unit figure), removing the inappropriate fill factor adjustment is accomplished by dividing the already unitized "Unit Investment" by 100%.

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1. UNBUNDLED LOOPS (cont'd)

**B. DEFINITIONS (cont'd)**

**HFPL (cont'd)**

**HFPL: Splitter Ownership and Responsibilities (cont'd)**

**Option 2 - Company Ownership of Splitter Equipment**

The Company voluntarily agrees to own, purchase, install, maintain, provision, maintain and repair splitters in accordance with the terms and conditions of this voluntary offering. In the event the Company voluntarily agrees to own, purchase, install, maintain, provision, maintain and repair splitters, the Company will be responsible for the cost of the splitters and the cost of the labor to install, maintain, provision, maintain and repair the splitters. Upon CLEC's request, Company will perform testing and repair at the Company-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by the Company, CLEC shall pay the Company for such testing at the rates on a time and materials basis. CLEC will not be permitted direct physical access to the MDF or the IDF for testing.

(7)  
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proposed *DLE-ADSL PVC UBR* rate taking into account not only this revision, but also revisions discussed earlier regarding Ameritech's inappropriate fill factor adjustment and its failure to remove DLC electronics costs that will, in a line sharing arrangement, be paid by the voice carrier. QSI's recalculations in this regard can be found in Attachment 3.

#### IV. UNBUNDLED LOCAL SWITCHING AND ULS-ST

Ameritech's initial filing included rates for ULS and ULS-ST that were significantly higher than those calculated in response to the Commission's *Final Decision* in Docket No. 6720-TI-161. The table below compares Ameritech's initially proposed rates with those ultimately included in the Compliance Filing.

**Ameritech Wisconsin  
Unbundled Local Switching Rates -Comparison**

	Ameritech Initially Proposed Rates	Ameritech Proposed Compliance
Source:	Compliance filing	Compliance filing
Basic Port	\$2.90	\$3.06
Local Switching Usage	\$0.001461	<i>Not Permitted</i>
Daily Usage Feed	\$0.000601	\$ 0.00
ULS Switch Usage per MOU	\$0.001413	<i>Not Permitted</i>
ULS-ST Reciprocal Compensation per MOU	\$0.001413	<i>Not Permitted</i>
ULS-ST SS7 Signaling Transport per Message	\$0.000059	\$0.000048
ULS-ST Blended Transport Usage per MOU	\$0.001779	\$0.000740
ULS-ST Common Transport per MOU	\$0.001148	\$0.000545
ULS-ST Tandem Switching per MOU	\$0.000312	\$0.000253

The compliance rates should reflect the following Commission Findings of Fact: (1) Switch Vendor Contracts 33 - 37; (2) Switch Cost Model Inputs 38 - 43; (4) Rate design for Unbundled Switching 44 - 47; and (5) Transport 48 - 50. Ameritech's studies were examined for compliance for each of these Commission Findings of Fact.

Review of Ameritech's compliance filing shows that the company has generally complied, with some exceptions, with the Commission's *Final Decision*. Specifically, the company failed to implement Finding of Fact 34, which speaks to the appropriate weighting of growth and replacement lines. Further, in implementing the Commission's *Final Decision*, Ameritech has erroneously included SS7 costs in both the recurring flat-rated switching rate and in the ULS-ST rates.

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SECTION 21 - Unbundled Local Switching with  
Shared Transport

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Original Sheet No. 45

**1. UNBUNDLED LOCAL SWITCHING WITH SHARED TRANSPORT (ULS-ST) (cont'd)**

**F. PRICES (cont'd)**

**1. Service Elements**

Description	Per Message Charge	Per minute-of-use or fraction thereof
ULS-ST Daily Usage Feed	Refer to Section 3	
ULS Usage (for ULS-ST) /1/	-	\$ .00(R)
ULS-ST Blended Transport Usage	-	0.00004400 (R)
ULS-ST Common Transport Usage	-	0.00004400 (R)
ULS-ST Tandem Switching Usage	-	0.00004400 (R)
ULS-ST Reciprocal Compensation	-	0.000253(R)
ULS-ST SS7 Signaling Transport	\$0.000048(R)	.00(R)

/1/ ULS-ST Switch Usage charges are included in the ULS-ST Port charges.

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PART 23 - Interconnection Service for Local  
Telecommunications Carriers  
SECTION 3 - Database Access

4th Revised Sheet No. 8  
3rd Revised Sheet No. 8

**1. EMERGENCY NUMBER SERVICE ACCESS (ENSA) (cont'd)**

**E. PRICES**

ENSA is provided on a 12-month term which is automatically renewed upon expiration, unless canceled by either party, as defined in any applicable agreement or by law.

Dedicated DSI facilities are required for the transport of 9-1-1 calls from the Carrier's serving end office/interconnection point to the Ameritech designated 9-1-1 Selective Router switch. A minimum of one dedicated DSI is required to each designated Ameritech 9-1-1 Selective Router Switch although not all channels have to be activated. Standard tariff rates shall apply for all Ameritech facilities leased by Carrier.

The prices for diversity will be determined on a case by case basis.

**1. Service Elements**

Description /Billing Code/	Nonrecurring Charge	Monthly Price
9-1-1 Selective Router Interconnection	\$ 947.37(R)	\$256.17(R)
• Digital DSI Interface	494.06(R)	-
• Each DSO installed	567.38(R)	20.22(R)
• Analog Channel Interface		
ANI/ALI/SR and Database Management		
• per 100 records, rounded up to the nearest 100	11.05(R)	117.30(R)
9-1-1 Selective Router Switch Administration		
• per Selective Router	1,783.13(R)	4.65(R)

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Each of these instances of non-compliance is discussed in detail below

#### **IV.A. Finding of Fact 34: Non-compliance with Weighting of Growth/Replacement Lines**

The appropriate blend of replacement and growth was perhaps the single most important issue in determining the rates for unbundled local switching. The Commission ordered a blend of 70% replacement lines and 30% growth lines. Ameritech has failed to comply with this Commission Finding of Fact.

An examination of Ameritech's compliance studies demonstrates that for the Lucent, Nortel and Siemens switches the following blend of replacement and growth lines was used:

##### **Ameritech Blend of Replacement and Growth Lines**

	Replacement	Growth	Mix
Lucent			
Nortel			
Siemens			

The above numbers are calculated from data in the ARPSM model. For example, for Lucent Analog lines the table below (*next page*) shows ARPSM sheet: "Lucent Analog." The same calculations were performed for the other vendors. The above blend (weightings) of replacement and growth facilities does also apply to digital lines and trunks.

#### ***Impact on Analog and Digital Line Investments:***

As the table above shows, for the Lucent lines, Ameritech assumes too many growth lines. Once the calculations are fully applied, however, it turns out that for the analog and digital lines, the error in weighting the Lucent lines is offset by the error in weighting the Nortel and Siemens lines. So, while it is not clear why Ameritech chose to deviate from the Commission Final Decision, as a practical manner the ULS port charges are not materially affected since the average per line investment is unaffected by the errors. However, as will be discussed shortly, the inappropriate weighting are also used to calculate trunk port investments and cause these investments to be overstated by about 7%. This, in turn, causes ULS-ST rates to be overstated and may result in increases in monthly costs of about \$0.10 for an average CLEC UNE-P customer.

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PART 19 SECTION 12

PART 19 - Unbundled Network Elements and Number  
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SECTION 12 - Unbundled Interoffice Transport

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Cancels  
4th Revised Sheet No. 27

## 6. RATES AND CHARGES (cont'd)

### G. Installation and Rearrangement Charges

	Nonrecurring Install Charge	Nonrecurring Disconnect Charge	(D) (D) (N) (N) (N) (D)
DS1 Service - 1.544 Mbps Service Order Charge, per order			
Zone 1	\$ 2.57	.95	(N)
Zone 2	2.57	.95	(N)
Zone 3	2.57	.95	(N)
DS1 Entrance Facility Provisioning, per circuit	302.14	158.00	(N)
DS1 Interoffice Facility Provisioning, per circuit	218.25	94.28	(N)
DS3 Service - 44.736 Mbps Service Order Charge, per order			
Zone 1	2.57	.95	(N)
Zone 2	2.57	.95	(N)
Zone 3	2.57	.95	(N)
DS3 Entrance Facility Provisioning, per circuit	311.49	167.76	(N)
DS3 Interoffice Facility Provisioning, per circuit	207.99	94.28	(N)
OC-3 Service - 155.52 Mbps Service Order Charge, per order			
OC3 Entrance Facility Provisioning, per circuit	2.57	.95	(N)
OC3 Interoffice Facility Provisioning, per circuit	348.31	163.42	(N)
	220.30	94.28	(N)
			/1/

/1/ Material now appears on Original Sheet No. 28 of this Tariff.

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## 6. RATES AND CHARGES (cont'd)

### G. Installation and Rearrangement Charges (cont'd)

	Nonrecurring Install Charge	Nonrecurring Disconnect Charge	/1/ (N) (N) (N) (N) (N) (N) (N) (N)
OC-12 Service - 622.08 Mbps Service Order Charge, per order			
OC12 Entrance Facility Provisioning, per circuit	2.57	.95	(N)
OC12 Interoffice Facility Provisioning, per circuit	348.31	163.42	(N)
OC-48 Service - 2488.32 Mbps Service Order Charge, per order			
OC48 Entrance Facility Provisioning, per circuit	2.57	.95	(N)
OC48 Interoffice Facility Provisioning, per circuit	348.31	163.42	(N)
	220.30	94.28	(N)

/1/ Material formerly appeared on 4th Revised Sheet No. 27 of this Tariff.

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**Ameritech  
Compliance Filing  
ARPSM  
Lucent Switch Cost Analysis  
Analog Line Costs**

		PV	Replacement	Growth				
T	PV	$N_{Ranalog}$	$N_{Ganalog}$	a	b	$\frac{R_{analog} * PV}{N_{Ranalog}}$	$\frac{G_{analog} * PV}{N_{Ganalog}}$	
0								
1								
2								
3								
4								
5								
6								
=	<div style="border: 2px solid black; padding: 10px; margin: 10px;"> <div style="display: flex; justify-content: space-around;"> <span>Replacement</span> <span>Growth</span> </div> <div style="margin-top: 20px;"> <p>Total lines:</p> </div> </div>							

The correct use of the Commission-ordered weightings of 30% growth lines and 70% replacement lines results in slightly different per line switch investments. Bypassing much of the cumbersome ARPSM calculations that only reflect inappropriate weightings, the correct per line switch investments are easily calculated as shown in the table below. While the investment figures below cause an increase of \$0.01 in the flat-rate switching rate, this increase is offset by the impact on the trunk port investments and the ULS-Shared Transport rates (see discussion below.)

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## 6. RATES AND CHARGES (cont'd)

### E. OC-48 Rates

	USOC	Monthly Rate	(C)
1. Entrance Facility			(T)
- Per Point of Termination Terminating Bit Rate 2488.32 Mbps	TWCS	\$4,419.43(I)	
2. Interoffice Mileage Termination			(T)
- Per Point of Mileage Termination 2488.32 Mbps	CM6	2,175.62(I)	
Interoffice Mileage			
- Per Mile 2488.32 Mbps	IL5XX	241.39(R)	
3. Optional Features and Functions			(T)
OC-48 Add/Drop Multiplexing			(T)
- Per arrangement (not to exceed 12 DS3s or equivalent)	MXFX	329.58(R)	
Add/Drop Function			(T)
- Per OC-12 Add or Drop	MXJEX	260.82(R)	
- Per OC-3 Add or Drop	MXJCK	97.39(R)	
- Per DS3 Add or Drop	MXJBX	64.65(I)	

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## 6. RATES AND CHARGES (cont'd)

### E. OC-48 Rates (cont'd)

	USOC	Monthly Charge	Nonrecurring Install Charge	Nonrecurring Disconnect Charge	(C)
3. Optional Features and Functions (cont'd)					
Cross-Connection of Services OC-48 to OC- 48 Cross-Connect					
- Per Circuit	OCCFX	\$1.45(R)	-	-	
1+1 Protection					
- Per OC-48 Entrance Facility	P8T	.00(R)	-	-	(C)
1+1 Protection with Cable Survivability					
- Per OC-48 Entrance Facility	P3S	.00(R)	\$3,178.42(I)		(C)
1+1 Protection with Route Survivability					
- Per OC-48 Entrance Facility Channel	P8T	Apply Rates and Charges as P8T above plus (2) below			(C)
- Per Quarter Route Mile	S2DKY	\$12.77(R)	-	-	(C)

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**Corrected  
Blended Line Investment**

	Replacement Prices	Growth Prices	Replacement Growth Ratio		Weighted Prices	Digital vs Analog
			R	G		
<b>Lucent</b>						
RTU (per line)						
Analog						
Digital DS0						
<b>Blended</b>						
<b>Nortel</b>						
RTU (per switch)						
Analog						
Digital DS0						
<b>Blended</b>						
<b>Siemens</b>						
RTU (per line)						
Analog						
Digital DS0						
<b>Blended</b>						

As noted, when these investments are entered into the flat-rated switching port study, there is an *increase* in this rate of about \$0.01 per month. (The corrected study is attached hereto as Attachment 4.)

***Impact on Trunk Investments:***

As noted, the same weightings apply to the calculation of trunk investments. Unlike the insignificant impact caused by Ameritech's non-compliance with respect to analog and digital lines, the impact of the faulty weightings do significantly impact trunk investments. To be sure, Ameritech's non-compliant weightings *overstate trunk investments*. The reason is that the price differences between the Lucent, Nortel and Siemens switches are such that the errors in weighting do not cancel each other out, as they did above, but instead cause investments to be overstated.

The tables below show that due to Ameritech's faulty weightings, trunk investments are overstated by \$0.83 or 7%. These trunk investments impact the following ULS-ST rate elements:

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## 6. RATES AND CHARGES (cont'd)

OC-3 Rates (cont'd)	USOC	Monthly	Nonrecurring Install Charge	Nonrecurring Disconnect Charge	(C)
3. Optional Features and Functions (cont'd)					(T)
1+1 Protection with Route Survivability					(T)
- Per OC-3 Entrance Facility	P8T	Apply Rates and Charges as P8T above plus (2) below			(T)
- Per Quarter Route Mile	S2DKY	\$2.96 (R)	-	-	(C)
D. OC-12 Rates			USOC	Monthly Rate	(T)
1. Entrance Facility					(T)
- Per Point of Termination Terminating Bit Rate 622.08 Mbps			TMECS	\$1,623.06(I)	
2. Interoffice Mileage Termination					(T)
- Per Point of Mileage Termination 622.08 Mbps			CM6	1,097.45(I)	
Interoffice Mileage					
- Per Mile 622.08 Mbps			1L5XX	215.13(R)	(T)
3. Optional Features and Functions					(T)
OC-12 Add/Drop Multiplexing					(T)
- Per arrangement			MPEDX	908.52(I)	
Add/Drop Function					(T)
- Per OC-3 Add or Drop			MXJCX	97.39(R)	
- Per DS3 Add or Drop			MXJBX	73.16(I)	

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## 6. RATES AND CHARGES (cont'd)

D. OC-12 Rates (cont'd)	USOC	Monthly	Nonrecurring Install Charge	Nonrecurring Disconnect Charge	(C)
3. Optional Features and Functions (cont'd)					
<u>Cross-Connection of Services OC-12 to OC-12 Cross-Connect</u>					
- Per Circuit	OCCDX	\$1.45 (R)	-	-	(C)
<u>1+1 Protection</u>					
- Per OC-12 Entrance Facility	P8T	.00 (R)	-	-	(T) (T)
<u>1+1 Protection with Cable Survivability</u>					
- Per OC-12 Entrance Facility	P3C	.00 (R)	\$3,178.42 (I)		(T) (T)
<u>1+1 Protection with Route Survivability</u>					
- Per OC-12 Entrance Facility	P8T	Apply Rates and Charges as P8T above plus (2) below			(T)
- Per Quarter Route Mile	S2DXY	\$3.20 (R)	-	-	(T) (C)

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**ULS-ST Rates Impacted By Trunk Port Investments:**

ULS-ST Reciprocal Compensation per MOU  
ULS-ST Blended Transport Usage per MOU  
ULS-ST Common Transport per MOU

The table below shows the average trunk port investment used in the Ameritech compliance Shared Transport study and the incorrect weighting of replacement and growth facilities.

**Trunk Investments  
Ameritech  
Compliance Filing**

	Replacement	Growth	Replacement Price	Growth Price	Blend	Mix	Average Trunk Investment
Lucent							
Nortel							
Siemens							

The table above uses Ameritech's weightings. The table below performs the same calculations with the Commission ordered weightings of 70% replacement facilities and 30% growth facilities. As noted, as a result of the error, Ameritech overstates trunk investments by 7%.

**Trunk Investments  
Commission Order Weighting**

	Replacement	Growth	Replacement Price	Growth Price	Blend	Mix	Average Trunk Investment
Lucent	70%	30%					
Nortel	70%	30%					
Siemens	70%	30%					

Ameritech should be ordered to correct the weighting of replacement and growth facilities in accordance with the Commission's *Final Decision*.

Using Ameritech's compliance studies for ULS-Shared Transport, the impact on the ULS-ST rates is calculated as follows:

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**6. RATES AND CHARGES (cont'd)**

**B. DS3 Rates (cont'd)**

	USOC	Monthly Rate
<b>3. Optional Features and Functions</b>		
<u>Interconnection - Central Office</u>		
<u>Multiplexing</u>		
- Per Arrangement		
- DS3 to DS1		
Zone 1	OM3X1	\$512.78 (I)
Zone 2	OM3X1	512.78
Zone 3	OM3X1	512.78 (I)

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**6. RATES AND CHARGES (cont'd)**

**C. OC-3 Rates**

	USOC	Monthly Charge	Nonrecurring Install Charge	Nonrecurring Disconnect Charge	(C)
<b>1. Entrance Facility, Per Point of Termination Terminating Bit Rate 155.52 Mbps</b>					
	TWEC5	\$731.14 (I)	-	-	
<b>2. Interoffice Mileage</b>					
- Termination					
- Per Point of Mileage					
Termination 155.52 Mbps	CM6	264.24 (R)	-	-	
<b>Interoffice Mileage</b>					
- Per Mile 155.52 Mbps	115XX	40.06 (R)	-	-	
<b>3. Optional Features and Functions</b>					
<u>OC-3 Add/Drop Multiplexing</u>					
- Per arrangement	MPECX	570.89 (R)	-	-	
<u>Add/Drop Function</u>					
- Per DS3 Add or Drop	MXJBX	174.38 (I)	-	-	
- Per DS1 Add or Drop	MXJAX	6.13 (R)	-	-	
<u>Cross-Connection of Services OC-3 to OC-3</u>					
<u>Gross-Connect</u>	OCOCX	1.45 (R)	-	-	
<u>1+1 Protection</u>					
- Per OC-3 Entrance Facility	P8T	.00 (R)	-	-	
<u>1+1 Protection with Cable Survivability</u>					
- Per OC-3 Entrance Facility	P3S	.00 (R)	\$3,178.42 (I)	-	(C)

### Impact of Trunk Investments On ULS-ST rates

Source: Rerun ULS-Shared Transport Study

Line	Element	Corrected Costs	Ameritech Proposed Cost
		(a)	
1	ULS Switch Usage per MOU		
2	ULS-ST Reciprocal Compensation per MOU		
3	ULS-ST SS7 Signaling Transport per Message	\$	Note 1
4	ULS-ST Blended Transport Usage per MOU		
5	ULS-ST Common Transport per MOU		

Note 1: SS7 costs are already included in the flat-rated switching rate. See discussion below.

Adding shared and common costs mark-ups and considering that the average customer has \*\* \*\* minutes of use ("MOUs") of transport use, the per-customer impact on the monthly bill may be an overstate of about \$0.10 as a result of Ameritech's error. A corrected, compliant, version of the ULS-ST study is included with this document as Attachment 5.

### IV.B Additional Implementation Issues

Ameritech includes SS7 costs in the recurring flat-rated switching rate. The very same SS7 costs, however, are also explicitly included in the ULS-ST SS7 Signaling Transport per Message charge included in the tariff. While this issue is not addressed in the Commission's *Final Decision*, it is an issue of how to appropriately implement the Commission's *Final Decision*. Ameritech's implementation erroneously constitutes an obvious double recovery of SS7 costs.

The best correction is to eliminate the explicit ULS-ST SS7 Signaling transport per Message charge from the tariff, since no shared transport can be purchased without the unbundled switch port.

### V. HFPL AND LINE SPLITTERS

Ameritech's compliance studies include a number of errors in calculating non-recurring cross-connect costs for line-splitters. Each error is described below.

#### V.A. Ameritech inappropriately raises the percentage of COs with IDFs to \* %\*

Ameritech's compliance studies increase the percentage of central offices where an intermediate distribution frame ("IDF") is involved. In Ameritech's original studies, Ameritech assumed that \*\* %\*\* of the COs included IDF's wherein technicians would

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**6. RATES AND CHARGES (cont'd)**

**A. DS1 Rates (cont'd)**

	USOC	Monthly Rate	Nonrecurring		Nonrecurring Disconnect Charge
			Install Charge		
4. Optional Features and Functions					
<u>Clear Channel Capability</u>					
Per 1.544 Mbps Circuit Arranged					
Zone 1	CLYX1	None	\$283.15 (R)		\$66.74
Zone 2	CLYX2	None	283.15 (R)		66.74
Zone 3	CLYX3	None	283.15 (R)		66.74
<u>Interconnection Central Office Multiplexing</u>					
DS1 to Voice/Base Rate/128.0, 256.0, 384.0 Kbps Transport					
Zone 1	QMVX1	\$371.46 (I)	-		-
Zone 2	QMVX2	371.46 (I)	-		-
Zone 3	QMVX3	371.46 (I)	-		-

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**6. RATES AND CHARGES (cont'd)**

**B. DS3 Rates**

	USOC	Monthly Rate
<b>1. Entrance Facility</b>		
- Per Point of Termination		
DS3 with Electrical Interface		
- Per Termination		
Zone 1	UEYC1	\$734.40 (R)
Zone 2	UEYC2	741.00
Zone 3	UEYC3	756.91 (R)
<b>2. Interoffice Mileage Termination</b>		
- Per Point of Termination		
Zone 1	CZ4X1	207.19 (I)
Zone 2	CZ4X2	207.19
Zone 3	CZ4X3	207.19 (I)
<b>Interoffice Mileage</b>		
- Per Mile		
Zone 1	1VZX1	35.87 (R)
Zone 2	1VZX2	35.87
Zone 3	1VZX3	35.87 (R)

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be required to run cross-connects through the costly IDF. Likewise, Ameritech assumed that \*\* \*\*% of its COs did not involve an IDF. While the issue of the IDF was raised in the CLEC testimony, the Commission did not adopt the CLECs' recommendations that IDFs should not be used. Neither, however, did the Commission rule that a *higher* percentage of IDFs should be assumed in Ameritech's compliance studies. Yet, Ameritech incorporates an increase in IDF percentages in its cost studies supporting line splitter non recurring costs. Specifically, Ameritech raised the percentage of COs including IDFs from \*\* %\*\* to \*\* %\*\*, without any direction from the Commission that this was an appropriate revision. This is inappropriate.

Studies corrected to remove this inappropriate adjustment are found in Attachment 6.

#### **V.B. Ameritech inappropriately increases labor times in the NRC study for cross-connects**

Another error in Ameritech's non-recurring cost studies for cross-connects for line splitters concerns the labor times in those studies. Ameritech was ordered by the Commission to split out initial install costs from disconnect costs. (See, Finding of Fact 126). In no way did the Commission order an increase in the assumed labor times in the studies. Yet Ameritech's "compliance" studies include increased labor times.

The table below shows for the Design & CO times associated with the initial circuit installation what the labor time estimates are in the initial studies and in the "compliance" studies. It is obvious that Ameritech has greatly increased the labor time estimates. There is simply no foundation for this costly change in the Commission's *Final Decision*.

#### **Labor Time Estimates Design & CO Times**

Source: Compliance studies and Initial studies

	"Compliance Studies"	Old Studies
ILEC owned with IDF	.7550	.5250
ILEC owned without IDF	.5933	.3663
CLEC owned with IDF	.6117	.3817
CLEC owned without IDF	.4500	.2200

The same inappropriate adjustments were made with respect to the labor time estimates for disconnect activities. Nothing in the Commission's *Final Decision* supports either of these adjustments.

Once the studies are corrected for the aforementioned errors, the following significantly lower rates can be calculated:

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**5. APPLICATION OF RATES (cont'd)**

**5.1 Types of Rates and Charges (cont'd)**

**C. Usage Rates**

Usage rates are recurring rates that apply per each minute-of-use or fraction thereof that a Shared Company Transport Interoffice Transport Facility with the minute-of-use option is in use. Usage rates are accumulated over a monthly period. For billing purposes, each month is considered to have 30 days.

**D. Installation and Disconnection Request Charges**

The appropriate installation or disconnection charge applies each time a telecommunications carrier initiates an order for Unbundled Interoffice Transport.

**5.2 Rate Areas**

Rate areas are applicable to DS1 (1.544 Mbps) and DS3 (44.736 Mbps) facilities described in this section. Each Company Wire Center has been assigned to a rate area as described in Section 7.7 of Tariff F.C.C. No. 2. Entrance Facility, Interoffice Mileage and Interoffice Mileage Termination rates are dependent upon the zone assignment of the Wire Center. Interoffice mileage that is computed between wire centers in different rate zones will be assessed the rates in the higher rate zone. Multiplexing rates will be determined by the location of the multiplexing arrangement.

**5.3 Mileage Measurement**

The mileage to be used to determine the Interoffice Mileage and Tandem-Switched Facility charges is calculated on the airline distance, using the V&H coordinates method. This method is set forth in the Exchange Carrier Association Tariff F.C.C. NO. 4 for Wire Center Information (V&H coordinates). To determine the amount to be billed, first compute the mileage using the V&H coordinates method. If the calculation results in a fraction of a mile, round up to the next whole mile.

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**6. RATES AND CHARGES**

**A. DSL Rates**

USOC Monthly

**1. Entrance Facility**

- Per Point of Termination  
Terminating Bit Rate 1.544 Mbps

Zone 1	UEYB1	\$ 62.64 (R)
Zone 2	UEYB2	70.24 (I)
Zone 3	UEYB3	104.32 (I)

**2. Interoffice Mileage Termination**

- Per Point of Termination

- 1.544 Mbps

Zone 1	C24X1	20.02 (I)
Zone 2	C24X2	20.02 (I)
Zone 3	C24X3	20.02 (I)

**Interoffice Mileage**

- Per Mile

- 1.544 Mbps

Zone 1	1Y2K1	2.38 (R)
Zone 2	1Y2K2	2.38 (R)
Zone 3	1Y2K3	2.38 (R)

**3. Tandem-Switched Termination**

- Per Minute-of Use

Apply Tandem-Switched Termination Rate  
contained in Tariff F.C.C. No.2,  
Section 6.9.1(A)

**Tandem-Switched Facility**

- Per Minute-of-Use

Apply Tandem-Switched Termination Rate  
contained in Tariff F.C.C. No.2,  
Section 6.9.1(A)

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**Nonrecurring charges**

**Cross-Connects**

**ILEC Owned Splitter**

See: Attachment: Corrected Cross-connect studies

	CLEC Revised	Ameritech "Compliance"
<b>ILEC Owned Splitter</b>		
1 Install	\$36.19	\$49.92
2 Disconnect	\$40.93	\$56.09
<b>CLEC Owned Splitter</b>		
3 Install	\$27.92	\$41.65
4 Disconnect	\$35.72	\$50.88

Corrected studies are found in Attachment 6.

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**6. RATES AND CHARGES (cont'd)**

	Nonrecurring Install Charge	Nonrecurring Disconnect Charge	(N)
--	-----------------------------------	--------------------------------------	-----

**6.8 Port Feature Add/Change Translation  
Charge**

**Initial (1st) feature per port per order**

Basic	\$ .05	\$ .05
Simple Centrex	1.25	.85
COPTS	1.11	.48
PBX	51.24	37.15
Complex Centrex	30.67	27.39
DID/Digital Trunk	62.12	21.35
ISDN-Direct	123.62	57.37
ISDN-Prime	61.50	28.32

**Additional (each) feature per port per  
order**

Basic	\$ .03	\$ .03
Simple Centrex	.29	.33
COPTS	.23	.16
PBX	6.89	7.99
Complex Centrex	5.57	5.38
DID/Digital Trunk	3.05	3.54
ISDN-Direct	9.51	11.03
ISDN-Prime	3.02	3.50

**6.9 Network Routing, per route, per switch**

**6.10 Trunk Order Development, per customer per  
switch**

**6.11 Billing Development, per customer, per  
switch**

	\$ .03	\$ .03	(N)
	.29	.33	
	.23	.16	
	6.89	7.99	
	5.57	5.38	
	3.05	3.54	
	9.51	11.03	
	3.02	3.50	
	19.27	11.18	
	59.34	-	
	128.44	-	(N)

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**1. UNBUNDLED TANDEM SWITCHING (cont'd)**

**D. PRICES**

The UTS Trunk Port (1/24th of the capacity of a DSI trunk termination) monthly rate applies per each installed DSO level trunk termination; the UTS Trunk Port nonrecurring charge is applicable once and applied to the initial order and on a per route basis. For each subsequent group of 24 UTS trunk ports requested by a telecommunication carrier per route, an additional nonrecurring charge shall apply. The subsequent changes to nonrecurring charge is applied per DSO termination and is applicable to subsequent additions to a route, up to and including 24 DSO terminations on a per route basis.

**Installation and Disconnection Requests**

The appropriate installation or disconnection charge applies each time a telecommunications carrier initiates an order for an Unbundled Tandem Switch Trunk Port. All trunk ports on the order must be the same type, served out of the same central office and have the same carrier requested due date. The Unbundled Tandem Switch Trunk Port Charge applies per trunk port, and the Service Order Charge applies per order.

**1. Service Elements**

Description	Non- Recurring Install Charge	Non- Recurring Disconnect Charge	Monthly Rate	(C)
Unbundled Tandem Switch Trunk Port (DS1)	\$683.12	-	\$78.47(1)	(N)
Service Charge (per UTS port)	18.57(R)	8.66(N)	-	(C)
Subsequent Changes (per trunk group)	19.27(R)	11.18(N)	-	(N)
Trunk Translations, Features	152.07	120.14		
DS-1 Cross-Connect	See Part 23, Section 4			

Per Minute

.000347(R)

UTS Usage Application

Application of the usage rate is based upon an assessment of the usage jurisdiction of the originating and terminating trunks. Applicable usage charges including Switched Access are applied to the UTS trunk.

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## 6. RATES AND CHARGES (cont'd)

### 6.1 ULS Charges (cont'd)

	Non- Recurring Install Charge	Non- Recurring Disconnect Charge	Monthly Charge	(C) /1/
System Feature, per common block Common Block establishment, each	\$109.90(R)	\$85.50	\$454.30(I)	(C)
System features change or rearrangement, per feature, per occasion	64.73(I)	-	-	(C)
System feature activation, per feature, per occasion	205.22(R)	85.33(N)	-	(C)
6.2 Service Charges:				/1/
Service Ordering Charges				
- Initial	2.33(R)	.76(N)	-	(C)
Basic port, per occasion	23.76(R)	3.73	-	(N)
Complex port, per occasion	18.57(N)	8.66	-	(N)
Trunk port, per occasion				
- Subsequent	2.33(R)	.76	-	(C)
Basic port, per occasion	23.76(N)	3.73	-	(N)
Complex port, per occasion	18.57(N)	8.66	-	(N)
Trunk port, per occasion				
- Record Order	.96(R)	-	-	(C)
Basic port, per occasion	.96(N)	-	-	(N)
Complex port, per occasion	.96(N)	-	-	(N)
Trunk port, per occasion				
Conversion Charge				
- change from one type of line-port to another per each changed	34.42(R)	-	-	(C)
- Basic Port, Complex Port, Trunk Port, per port	1.45(N)	-	-	(N)
- Conversion Service Order				/2/

/1/ Material formerly appeared on 4th Revised Sheet No. 32 of this Tariff.

/2/ Material now appears on 2nd Revised Sheet No. 34 of this Tariff

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Amendment No. WI-02-730

Issued by Vice President - Regulatory  
Milwaukee, Wisconsin

WISCONSIN BELL, INC.

# Ameritech Tariff

P.S.C. OF W. 20  
PART 19 SECTION 3

PART 19 - Unbundled Network Elements and Number  
SECTION 3 - Unbundled Local Switching  
2nd Revised Sheet No. 34  
1st Revised Sheet No. 34  
Cancels

## 6. RATES AND CHARGES (cont'd)

	Non- Recurring Install Charge	Non- Recurring Disconnect Charge	Monthly Charge	(C) /2/
6.2 Service Charges: (cont'd)				
Ameritech Cross-Connection Service per carrier transport facility, - 2-Wire (line port), each - DS1 (Trunk Port), (each individual trunk)				(C)
6.3 Service Coordination Fee				
- per carrier bill, per switch.	-	-	\$1.84(I)	(C)
6.4 Subsequent Training				
- per Company person, per hour	\$77.10(I)			(C)
6.5 ULS Usage Establishment Charge				
- Not Applicable. See Note shown in Paragraph 5.7 preceding				/2/
6.6 ULS Usage				
- Per minute-of-use or fraction thereof			\$ .00/1/	(C)
6.7 Daily Usage Feed				
- per Message			\$ .000555(R)	(C)

/2/ Material formerly appeared on 2nd Revised Sheet No. 33 of this Tariff.

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# **TECHNICAL DOCUMENTATION**

Document Number: 080102A

## **REPORT ON AMERITECH WISCONSIN, INC. COMPLIANCE**

PUBLIC SERVICE COMMISSION OF WISCONSIN *FINAL DECISION*  
DOCKET NO. 6720-TI-161

## **ATTACHMENT 1**

### ***QSI COMPLIANCE MATRIX***

Available in both Public and Proprietary Versions

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 3 - Unbundled Local Switching

Original Sheet No. 31.1

## 5. APPLICATION OF RATES (cont'd)

## 5.8 Daily Usage Feed

The Daily Usage Feed provides telecommunications carriers with a record of daily usage. The Daily Usage Feed charge applies on a per message basis.

## 5.9 Port Feature Add/Change Translations Charge

The Port Feature Add/Change Translations Charge applies per feature per port per occasion. One charge applies to each feature or function that is added or changed as requested by the telecommunications carrier. Examples of features and functions are as follows: change line class code, add or change a hunting, add or change a custom calling feature, add or change a Centrex station feature, add or change a Centrex call pick-up group member, add or change attendance console features, add or change a button feature assignment, etc.

The initial (list) feature per port per order charge applies to the first feature that is added or changed.

The additional (each) feature per port per order applies to each feature that is added or changed and applies after the first feature is added or changed.

## 5.10 Network Routing

The Network Routing charge is assessed to each telecommunications carrier on a per route, per switch basis.

## 5.11 Trunk Order Development

The Trunk Order Development charge is assessed to each telecommunications carrier on a per switch basis. If a telecommunications carrier has previously been assessed this charge for a particular switch, then this charge will not apply again to that telecommunications carrier for that switch.

## 5.12 Billing Development

The Billing Development charge is assessed to each telecommunications carrier on a per switch basis. If a telecommunications carrier has previously been assessed this charge for a particular switch, then this charge will not apply again to that telecommunications carrier for that switch.

/1/ Material formerly appeared on 2nd Revised Sheet No. 31 of this Tariff.

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Milwaukee, WisconsinPART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 3 - Unbundled Local Switching5th Revised Sheet No. 32  
Cancels  
4th Revised Sheet No. 32

## 6. RATES AND CHARGES

## 6.1 ULS Charges

	Non- Recurring Install Charge	Non- Recurring Disconnect Charge	Monthly Charge	(C)
A. Custom Routing				
Per new LCC, per switch	\$310.25(I)	- (N)	-	
Custom Routing of OS or DA via AIN (only for use with ULS-ST)				
New Custom OS or DA Route for ULS- ST per carrier, per switch, per route	\$129.08	-	-	
B. ULS Ports				
Basic Line Ports:				
Residence-Only port, per port	\$34.45(R)	\$11.30	\$ 3.06(R)	
All Class-of-Service port, per port	34.45(R)	11.30	3.06	
Ground Start Line Port, per port	34.45(R)	11.30	3.06	
ISDN-Direct Port, per port	103.60(I)	41.43	11.02(R)	
per telephone number	-	-	.04(I)	
DID Trunk Port, per port	103.60(I)	41.43	22.87(I)	
per telephone number	-	-	.04(I)	
add/rearrange each termination	19.27(R)	11.18	-	
ISDN Prime Trunk Port, per port	103.60(I)	41.43	178.93(I)	
per telephone number	-	-	.04(I)	
add/rearrange channels	19.27(R)	11.18	-	
Digital Trunking Trunk Port, per port	103.60(R)	41.43	187.29(I)	(C)
ULS Trunk Port, per DSL port, per initial order, per route	421.07(R)	230.64	187.15(N)	
Add/rearrange, per DS0 termination	26.45	-	-	
per DS0 termination	-	-	4.59	
Centrex Basic Line Port, per port	34.45(R)	11.30	3.06(R)	
Centrex ISDN Line Port, per port	103.60(I)	41.43	11.02	
Centrex EXL Line Port, per port	103.60(I)	41.43	6.00	/1/
Centrex Attendant Console Line Port, per port	103.60(R)	41.43(N)	8.35(R)	

/1/ Material now appears on 3rd Revised Sheet No. 33 of this Tariff

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WISCONSIN BELL, INC.

## Ameritech

Tariff

P.S.C. OF W. 20  
PART 19 SECTION 3

PART 19 - Unbundled Network Elements and Number  
SECTION 3 - Unbundled Local Switching  
2nd Revised Sheet No. 30 Cancels  
1st Revised Sheet No. 30

### 5. APPLICATION OF RATES

#### 5.4 Service Charges

##### - Service Order Charges:

###### Initial

This charge is applicable when ULS ports are ordered. One charge per order.

###### Subsequent

This charge is applicable when adding or changing service on an existing ULS port or service.

###### Record Order

This charge is applicable for change requests which do not involve central office work.

For the purpose of the application of Service Order Charges, ULS ports with line-side attributes are grouped, based upon the feature complexity level of the port type, into two categories: Basic and Complex. The Basic type of ports includes: Residence-Only Port, All Class-of-Service Port, Ground Start Line Port and Basic Centrex Line Port. The Complex type of ports includes: DID Trunk Port, ISDN-Direct Port, ISDN Prime Port, Digital Trunking Trunk Port, Centrex ISDN Port, Centrex EXL Port and Centrex Attendant Port.

##### - Conversion Charge

Applicable when charging from one type of line-port to another and is applied per change.

##### - Installation and Disconnection

The appropriate Nonrecurring Service Order Charge applies each time a telecommunications carrier initiates an installation or disconnection order, as appropriate, for ULS ports. All ports on the order must be of the same type, served out of the same central office and have the same carrier requested due date. One charge (connection or disconnection) applies per order.

/1/ Material now appears on Original Sheet No. 31 of this Tariff

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WISCONSIN BELL, INC.

## Ameritech

Tariff

P.S.C. OF W. 20  
PART 19 SECTION 3

PART 19 - Unbundled Network Elements and Number  
SECTION 3 - Unbundled Local Switching  
3rd Revised Sheet No. 31 Cancels  
2nd Revised Sheet No. 31

### 5. APPLICATION OF RATES (cont'd)

#### 5.4 Service Charges (cont'd)

##### - Ameritech Cross-Connection Service

Ameritech Cross-Connection Service rates, as described in Part 23, Section 4, are applicable when ULS ports are provisioned to be cross-connected to transmission equipment and/or transport provided by the telecommunications carrier or a third party and is applied per applicable port cross-connected based on the type of interface (2-wire or 4-wire, etc.).

#### 5.5 Service Coordination Fee

This fee applies to each bill, per switch, that is rendered.

#### 5.6 Training

Initial training of two telecommunication carrier personnel in system operation (Electronic Ordering and Maintenance Interfaces, and ULS port features) is provided at the time of initial service per switch or within 30 days of initial service.

Subsequent training charges apply, per Company person, per hour, and plus travel expenses if appropriate.

Training is performed at a Company location. A telecommunications carrier is responsible for all expenses associated with travel to and from the Company location. However, at State area locations where the Company does not have a training center, training is performed at the telecommunications carrier's location at the carrier's expense.

#### 5.7 ULS Usage Establishment Charge

Note: The ULS Usage Establishment Charge applies per telecommunications carrier per switch and is applicable for usage requirements as identified under ULS Usage Application preceding.

Pursuant to the direction of the Public Service Commission of Wisconsin in its Findings of Fact, Conclusion of Law and Second Order in Docket 6720-TI-120, Ameritech will not recover the ULS Usage Establishment costs as a separate charge and has reserved the right to revise the unbundled local switching rates to recover the costs associated with usage development and implementation.

/1/ Material formerly appeared on 1st Revised Sheet No. 30 of this Tariff.

/2/ Material now appears on Original Sheet No. 31.1 of this Tariff

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Milwaukee, Wisconsin



AMERITECH WISCONSIN  
UNE COMPLIANCE MATRIX  
INVESTIGATION INTO AMERITECH WISCONSIN'S UNBUNDLED NETWORK ELEMENTS  
FINAL DECISION 6720-TI-161

1.	p. 2	Overall Instructions	See quote	The Commission orders Ameritech to offer certain UNE products and services, to rerun and file its TELRIC studies and resulting UNE rates, and to file draft tariffs all in accordance with this decision. Ameritech proposed a 13 percent cost of equity and a 7.18 percent cost of debt. These cost rates were uncontested and are adopted in this order by the Commission.	
2.	p. 26	Cost of Capital	See quote	Accordingly, the Commission determined that 70 percent equity and 30 percent debt is a reasonable forward-looking capital structure to use when determining the capital cost component for UNE prices.	
3.	p. 27	Cost of Capital	Commission compromised between Ameritech and Staff positions, saying Ameritech would face more risk as a competitive firm than the Staff position allowed for, but the same fact would make it more efficient than Ameritech took into account.	The Commission concludes that the Ameritech model should be used as it was the only model presented. The CLECs proposed various adjustments to Ameritech's model. In addition, staff presented different options for the Commission's consideration. The Commission determined that it is reasonable to evaluate the proposed adjustments to the Ameritech model and other options presented as a basis for determining a reasonable level of joint and common costs to be included in the cost of UNEs.	
4.	p. 30	Joint and Common Costs	The Ameritech model is a top-down model that divides joint and common costs into four categories. Certain cost items are excluded to comply with FCC orders and rules, otherwise all costs are included.	As explained below, the Commission accepts the staff reclassification from Product Support to Network Support as a reasonable means of allocating (Wholesale Product Support) costs. However, the Commission finds that use of Ameritech's cost based denominator is more reasonable than use of the sales based denominator presented by staff because UNE sales could be low even though costs are high.	
5.	p. 31	Joint and Common Costs: Product Support	Commission has accepted a staff recommendation to move Wholesale Product Support costs to Network Support from Product Support. Use Ameritech's cost-based denominator rather than the sales-based denominator recommended by staff.	Ameritech's joint and common cost study started with accounting data that included both regulated and non-regulated cost data. Ameritech made specific adjustments to remove nonregulated costs, such as payphone costs, from both the numerator and denominator of the mark-up calculation. .... The Commission accepted Ameritech's adjustments removing nonregulated costs as reasonable. The Commission does not agree that TELRIC or LRIC studies are necessary for all nonregulated services in order to make reasonable adjustments to remove nonregulated costs from the numerator and the denominator in Ameritech's model.	
6.	p. 34, p. 35	Joint and Common Costs: Regulated and Nonregulated Costs	Commission has accepted Ameritech's method of adjusting base amounts.	The CLECs proposed an investment growth adjustment to the denominator in Ameritech's model. Ameritech asserted that no adjustment is needed for investment growth in its model. The Commission agrees with the CLECs that an adjustment should be made for investment growth for the reasons discussed below.	
7.	p. 35	Joint and Common Costs: Investment Growth	If investment growth (e.g., access lines) is excluded from the denominator, the mark-up will be too high. CLECs had proposed a 24 percent reduction based on AT&T's experience as it moved from a monopoly to competitive environment. The Commission found the comparison was not valid because much of the change in AT&T's expense-to-revenue ratio that was the basis for the 24 percent proposal was the result of increased revenue, not from improved operating efficiency.	Ameritech asserted that it applied a 3 percent reduction per year for productivity consistent with the Commission's price cap proceedings and no further efficiency adjustment is appropriate. The Commission agrees with Ameritech's analysis and determined that no additional efficiency adjustment is necessary in calculating reasonable joint and common costs.	
8.	p. 36	Joint and Common Costs: Efficiency Adjustment	The Commission found that amounts in the Clearance Accounts were properly allocated to other accounts and removed from the account balances. Therefore, double accounting did not occur.	The Commission agrees with Ameritech that there is no evidence supporting a conclusion that (Plant Operations Administration (USOA 6534) and Engineering (USOA 6535)) costs have been double counted.	
9.	p. 37	Joint and Common Costs: Clearance Accounts		While the Commission does not want to encourage extensive litigation, the Commission finds these costs are very similar to the Product Support costs which the Commission considered to be competition implementation costs. Accordingly, the Commission determined that Ameritech has allocated Legal and External Relations costs in a manner that does not unreasonably burden UNEs.	
10.	p. 40	Joint and Common Costs: Legal Expenses	The Commission rejected a CLEC proposal that Legal and External Relations costs should be removed from the Joint and Common Costs. The Commission said the proposed adjustment would have had little effect even if accepted. The Commission found Ameritech's Shared Cage Collocation was identical to its Caged Collocation offering. It ordered Ameritech to offer the CLECs shared cage collocation proposal, and to deal directly with each CLEC sharing a particular collocation site for billing and other matters. The Commission also found that Ameritech can require increments of 25 square feet of collocation from CLECs and minimum occupancy of 50 percent of the standard 100 square foot site before granting this form of collocation.	The Commission agrees with the CLECs that a single CLEC should be able to request Shared Cage Collocation and that Ameritech should deal directly with all CLECs in the Shared Cage form of collocation. The Commission also agrees with the CLECs that Ameritech should allocate the costs among CLECs based on a reasonable occupancy factor. However, the Commission does not agree with the CLECs' proposed increments in which Shared Cage Collocation should be made available or the CLECs' proposed occupancy factor.	
11.	p. 42	Collocation: Shared Cage Collocation			



AMERITECH WISCONSIN  
UNE COMPLIANCE MATRIX  
INVESTIGATION INTO AMERITECH WISCONSIN'S UNBUNDLED NETWORK ELEMENTS  
FINAL DECISION 6720-TI-161

Case No.	Case Name	Complaint	Response	Amended in OSI Response	Response
12.	P. 46	Collocation: Adjacent Off Site Collocation	See quote	Ameritech asserts that it is not required to offer Adjacent Off Site Collocation as it is not a required form of collocation. The CLECs asserted that Ameritech should be required to offer Adjacent Off Site Collocation. The Commission rejects the CLECs' position. What the CLECs are referring to as Adjacent Off Site Collocation is, in fact, not a collocation arrangement at all.... The proposed Adjacent Off-Site Collocation is not "at the premises of the ILEC. This conclusion is supported by language in other rules and orders, and is consistent with court decisions.	
13.	P. 46	Collocation: Use of Average Distances and Average Number of Splices	The Commission found that using averages developed from a "Model Central Office" within the CLECs' Collocation Cost Model (CCM) would mitigate Ameritech's ability to force its competitors to use costly collocation arrangements. Adjacent on-site collocation is case-specific, however, and costs for such sites will be determined on an individual case basis using actual costs.	The Commission finds that use of average distances and number of splices is reasonable except for adjacent On-Site Collocation, for which case-specific costs should be determined based on standardized rates, without applying average distances.	
14.	P. 48	Collocation: DS1/DS3 Repeaters	Relying on the FCC's Second Report and Order on Expanded Interconnection, the Commission found that 45% of the distance at which repeaters are needed and no ILEC had demonstrated that collocation required such cable lengths.	Ameritech asserted that DS1/DS3 repeaters should be included in collocation costs. The CLECs asserted that based on the lengths of cable that should be needed by an efficient provider, DS1/DS3 repeaters are not necessary. The Commission agrees with the CLECs that an efficient provider should not need to incur the expenses associated with DS1/DS3 repeaters.	
15.	P. 48-50	Collocation: Recurring or Nonrecurring Charges	The Commission found that spreading costs over the life of an asset was consistent with cost-causation principles. It was also concerned that large non-recurring costs would serve as a barrier to entry for CLECs.	Ameritech asserted that one time Central Office Build Out (COBO) expenses should be charged as an upfront nonrecurring charge, while ongoing collocation expenses should be charged as recurring charges. The CLECs asserted that equipment that cannot be shared with Ameritech or that cannot be used by subsequent occupants of collocation space should be charged as nonrecurring charges. All other equipment should be treated as monthly recurring charges. The Commission agrees with the CLECs' criteria for determining when a charge should be a recurring charge and when a charge should be a nonrecurring charge. The Commission determined these criteria provide a reasonable means of allocating the cost to users over the useful life of equipment.	
16.	P. 51	Collocation: Activity Times	The Commission found Ameritech's activity times were better supported.	Ameritech estimated longer activity times than the CLECs. Ameritech developed its activity times based on the observations and experience of its subject matter experts (SMEs). Ameritech SMEs, in some instances, had performed time and motion studies. The CLECs developed activity times based on input from a panel of experts. Underlying support for their determinations was not presented. There were no intermediate positions presented for activity times. The Commission determined that Ameritech's activity times are reasonable to use in determining collocation costs.	
17.	P. 52	Collocation: Materials Prices	The Commission found the CLECs had submitted labor costs that were out of date and too low, ignored equipment protection costs, and used only large-scale projects thereby excluding small-scale projects that are more expensive per unit from the cost calculations.	Ameritech proposed materials prices based on R. S. Means data for calendar year 2000, plus information from its subject matter experts (SMEs). The CLECs presented materials prices based on R. S. Means 1997 data, plus vendor quotes. The Commission accepts Ameritech's materials prices.	
18.	P. 52-53	Collocation: Central Office Build Out (COBO) Costs	The Commission found that, unlike many competitive businesses, telecommunications companies can charge for both construction and modification costs. It notes FCC rules allow it and that modification costs typically upgrade existing vacant, unused space into space that is usable. Thus, telecommunications modification costs are of a different character than counterpart costs in other industries.	Ameritech argued that the cost to build a CO and the cost to modify it for collocation are both long run, forward-looking costs. Ameritech asserted that its costing approach was consistent with the TELRIC methodology and provided a reasonable approximation of the forward-looking, long run costs it incurs in accommodating collocating CLECs. The CLECs argued that they should not pay for both the cost of a new building today plus the cost of modifications to that new building to meet their collocating needs. They argued that allowing this would be mixing costing methods. The Commission agrees with Ameritech that the FCC rules allow, as discussed below, both the cost of a new building and the costs to modify that building.	
19.	P. 54	Collocation: COBO HVAC	The Commission found that HVAC had traditionally been treated as a recurring expense and that Ameritech was proposing to change it to nonrecurring. The Commission saw no reason to depart from tradition.	The CLECs asserted that HVAC should be included in the monthly recurring charges for power consumption and, accordingly, increase or decrease with the amount of power consumed. The Commission agrees with the CLECs' proposal for HVAC.	

# **TECHNICAL DOCUMENTATION**

Document Number: 080102A

## **REPORT ON AMERITECH WISCONSIN, INC. COMPLIANCE**

PUBLIC SERVICE COMMISSION OF WISCONSIN *FINAL DECISION*  
DOCKET NO. 6720-TI-161

## **ATTACHMENT 2**

### ***AMERITECH PROPOSED TARIFF - REVISED BY QSI***

Available in both Public and Proprietary Versions

AMERITECH WISCONSIN  
UNE COMPLIANCE MATRIX  
INVESTIGATION INTO AMERITECH WISCONSIN'S UNBUNDLED NETWORK ELEMENTS  
FINAL DECISION 6720-TI-161



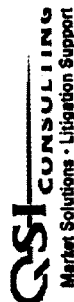
20.	p. 55-56	Collocation: Battery Distribution Fuse Bay	<p>The effect of adopting Ameritech's siting of the BDFB is that primary power feed and grounding expenses as well as secondary power feed expenses are included in developing the rate.</p> <p>CLECs proposed using an average security cost per square foot developed in their CCM plus \$75 for additional security costs. The Commission rejected this approach, but did order Ameritech to develop prorate charges. Furthermore, charges are to be shared among CLECs rather than charging all costs to a single, first collocator. The Commission also ordered Ameritech to generally justify each additional security measure as necessary, citing as an example that surveillance cameras and computerized tracking of CLEC personnel are not both needed and thus cannot both be charged to the same site. Following this principle Ameritech must analyze the frequency with which it uses various security measures and come up with a standard charge to be applied across all collocation sites.</p>	<p>The record showed that the BDFB should be located closest to the greatest draw on the power. This would be closer to the ILEC equipment and not in the shared collocation area. This supports Ameritech's development of the cost of the BDFB which the Commission adopts. Regarding the CLECs' concerns, the Commission found that an Ameritech witness identified that the BDFB costs were formerly recovered through the power consumption charge on a recurring basis. Ameritech's treatment of the BDFB as an upfront nonrecurring charge differs from its treatment in other SBC states. The Commission determined, consistent with its above decision on recurring and nonrecurring costs, that the BDFB should be included in a recurring charge as proposed by the CLECs.</p>		
21.	pp. 56-58	Collocation: Security	<p>Accordingly, the Commission will allow costs for reasonable security additions, which is more than the CLECs' proposed allocated costs. However, the FCC requires that collocation charges be developed on a prorate basis so the first collocator in a particular location will not be responsible for the entire cost of site preparation. ... Accordingly, it is reasonable that mechanical coded locks and card readers should be shared between Ameritech and the CLECs to the extent feasible. Ameritech will need to reevaluate its COs, develop an estimate of the frequency with which separate entrances are needed to accommodate collocation and adjust its costs to reflect that frequency of occurrence. ... The Commission determined it is reasonable that all the security costs should include a frequency of occurrence and should be divided between the average number of collocators in a CO. This will provide a reasonable determination of the additional cost necessary to accommodate collocation.</p>			
22.	pp. 59-60	Collocation: Site Conditioning	<p>Ameritech and CLEC proposals varied significantly. The Commission decided that the record was not sufficient to identify the source of the differences, so it chose to have Ameritech present more detail about the charges so as to develop frequency rates for mechanical, electrical and administrative items in its site conditioning costs. CLECs asserted that Power Consumption Costs - DC Power Investment; Investment in 200 Conductor Electrical Cross-Connect Block; Depreciation Rate for 200 Conductor Electrical Cross-Connect Block; and Power Delivery Costs-AC Electrical Panel were included in other cost items and therefore double counted or that the prices were unreasonably high. The Commission rejected these arguments.</p>	<p>The Commission finds that costs associated with making space available to collocators should be included in collocation charges. However, the Commission also finds that it is also reasonable to require Ameritech to evaluate the frequency with which it will experience obstructions and the need for engineering, and to divide these costs among the average number of collocators. Accordingly, the Commission concludes that it is reasonable to require Ameritech to provide a detailed breakdown showing the make up of its site conditioning costs, to determine the frequency with which those detailed costs will be incurred, and to divide site conditioning costs among the average number of collocators.</p>		
23.	p. 60	Collocation: Electrical	<p>Ameritech argued for no occupancy factor, while the CLECs asserted the proper factor would be three out of four spaces. The Commission adopted an occupancy factor, but said two out of four spaces is appropriate, which raises the rate.</p>	<p>The Commission finds that each type of electrical cost identified by Ameritech is reasonable and should be included in collocation charges.</p> <p>The Commission notes that Ameritech developed and filed as confidential an average number of collocators per CO in its calculation of video surveillance costs. Considering that confidential number and recognizing that this average will change over time, the Commission determines that it is reasonable to assume that two out of four spaces will be occupied.</p>		
24.	pp. 60-61	Collocation: Occupancy Factor-Caged Physical Location	<p>Ameritech argued that both a build out support factor and a common area factor should be applied. By rejecting a build out support factor, the Commission did not allow Ameritech to recover costs for space needed for mechanical rooms, electrical service entry, generator, fuel tank room, and building delivery areas. The common area factor covers space needed due to obstructions, columns, pipes, rods, and so forth.</p>			
25.	p. 61	Collocation: CO Build Out Support Factor/CO Floor Space		<p>The Commission finds that the diagram provided by the CLECs with dimensions that support their proposed 37.5 square feet is reasonable to account for the quantity of common spaces required to support a collocation cage. Therefore, the Commission finds that the CLECs' common area factor is reasonable. The Commission also agrees with the CLECs that building support is already included in N. S. Means data.</p>		



**AMERITECH WISCONSIN  
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INVESTIGATION INTO AMERITECH WISCONSIN'S UNBUNDLED NETWORK ELEMENTS  
FINAL DECISION 6/20-TI-161**

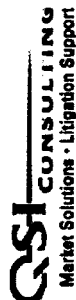
Case Number	Case Name	Case Description	Case Status	Case Outcome	Case Notes
26	Collocation: River Fill Factor	See quote	Ameritech proposed a confidential River fill factor based on River space dedicated to collocation. The CLECs proposed a river fill factor that was based on collocations and Ameritech sharing their space. The CLECs argued that Ameritech's proposed river fill factor does not comport with efficient engineering practices. The CLECs argued that its Model CO provides a means of determining a reasonable river fill factor. The Commission agrees with the CLECs and finds that it is reasonable to base the river fill factor on collocations and Ameritech sharing their space.		
27	Collocation: Difference Between Virtual and Cageless Collocation	The Commission allows Ameritech to place Cageless Collocation where it chooses. On the other hand, Ameritech has to develop costs for Cageless Collocation that reflect the needs of the arrangement, not simply use costs related to Caged Collocation. The Commission also found that Ameritech will not be allowed to treat all these costs as nonrecurring. Instead, the criteria developed for classifying costs as recurring or nonrecurring shall apply to Cageless Collocation costs. The Commission was very interested in encouraging Cageless Collocation, saying it considered it ideal for DSL.	Ameritech argued that the minimum square footage for Virtual Collocation should be ten square feet. The CLECs argued that the minimum square footage should be nine square feet. The Commission finds that Ameritech's footprint size for Virtual Collocation is reasonable. The CLECs used 12 inches as a standard depth for an equipment bay. Ameritech asserted that 15 inches is the standard depth needed. TDS Metrocom stated that their interconnection agreement with Ameritech provides for 17 inches. Accordingly, the Commission finds that a depth of 15 inches would be a better estimate for an average standard depth. Using this figure for equipment depth would increase the necessary footprint.		
28	Collocation: Footprint size for Virtual Collocation	See quote	The Commission concludes that it is not reasonable to require Ameritech to offer DCSS as a standard collocation option. However, the Commission encourages Ameritech to work with the CLECs toward developing this technology.		
29	Collocation: DSX/DCS Connectivity	The Commission found Digital Cross Connect Service (DCS) was not a feasible technology. Therefore, Ameritech was required only to offer Digital Service Cross Connect (DSX).	The Commission finds that a definitive set of prices is consistent with its decision to base collocation prices on average distances and average number of splices. Sometimes Ameritech will incur higher costs. Sometimes Ameritech will incur lower costs. The Model CO provides a reasonable means of establishing efficiently incurred average costs. Accordingly, it is unreasonable for Ameritech to reserve the right to charge extraordinary costs.		
30	Collocation: Right to Charge for Extraordinary Cost	Ameritech asked for the right to charge more for collocation sites with extraordinary costs involved. The Commission rejected this position, agreeing with CLECs that they were entitled to a definitive set of prices. The Collocation Cost Model effectively derives average distances and splices, and finds efficient sharing arrangements with its Model Central Office.	The Commission finds that the adjustments ordered herein will be best implemented by using the CLECs' Collocation Cost Model (CCM). However, because there was not enough evidence on the record to make a reasonable reference about a specific price that Ameritech would be able to negotiate for replacement lines under those circumstances, the Commission finds that the appropriate prices to use for growth and replacement lines should be those negotiated in Ameritech's current contracts.		
31	Collocation: Model Selection	The Commission ordered using prices from current switch vendor contracts.	The Commission finds that the most reasonable way to implement its finding that replacement line prices would be higher under the assumption that Ameritech would replace all of its switches is to compensate for the higher prices by reducing the CLEC estimate of the ratio of replacement lines down to 70 percent.		
32	Switch Vendor Contracts: Prices	The Commission ordered using prices from current switch vendor contracts.	The Commission finds that Ameritech should use the order interval recommended by the CLECs and agreed to by Ameritech for its Lucent switches, and that the order intervals used by Ameritech for its Nortel and Siemens switches are in a mid-range interval and are, therefore, appropriate.	SECTION IV	NO
33	Switch Vendor Contracts: Blend of Replacement and Growth Lines	The decision to assume a 70 percent replacement lines ratio is consistent with a Michigan Commission decision. This decision is tied to the preceding decision. The order allows different intervals for different switch manufacturers. The Lucent interval reflects agreement, while the Nortel and Siemens intervals are not agreed to by the CLECs. Lucent intervals are shorter, and more expensive, than the other two vendors' intervals.		SECTION IV	YES
34	Switch Vendor Contracts: Time Intervals			SECTION IV	NO

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Case No.	Issue	Findings	Comments	Decision
67.	p. 140 PFI Factors	The CLECs proposed PFI factors are 70 percent for copper distribution and drop, 75 percent for copper feeder, 67 percent for fiber feeder, and 90 percent for electronics. Staff had Ameritech do a Run 2 using Ameritech PFI factors, which increased loop costs 300 percent over the Run 1 results using higher PFI factors Ameritech had used in the pay phone case. The Commission also found the CLEC PFI factors to be efficient target rates, which are more in tune with a forward-looking concept. The new prices to be used in Ameritech's rerun of its TELRIC study are those in its November 2000 contract. The actual discount achieved is the standard term discount. The Commission did not require including the volume discount because of uncertainty it would be achieved.	The Commission determines that it is reasonable to use the CLECs' PFI factors, which were similar to both the Staff's Run 1 PFI factors and the PFI factors used by Ameritech in its cost studies filed with the FCC supporting its pay phones cost. The Commission determined that if Ameritech claimed that the higher PFI factors in its pay phone cost study cover its long run incremental costs, then it would be unreasonable to accept lower PFI factors that increase the cost of an unbundled loop by 300 percent.	YES
68.	p. 145 Material Cost Adjustments: Cost of Loop Electronics	CLECs alleged Ameritech double recovered because its vendors are supposed to provide all necessary installation as part of their contracts with Ameritech. Furthermore, any maintenance Ameritech was charging as part of installation is already covered in a separate maintenance factor. The Commission was persuaded Ameritech only charges actual installation costs it incurs and rejected the CLEC claims. CLECs did not dispute Ameritech's inventory factors and therefore the Commission accepted them. The order does not specify what the factors are.	The Commission does not believe that the record evidence the CLECs provided, which attempts to refute Ameritech's use of installation factors for Alcatel DLC equipment, is persuasive. Therefore, Ameritech's use of installation factors to make Alcatel DLC units ready for service is adopted for cost study purposes. The Commission finds these factors are reasonable and appropriately permit Ameritech to recover the costs it actually incurs and do not result in double recovery.	YES
69.	p. 147 Material Cost Adjustments: Installation Factor	CLECs did not dispute Ameritech's inventory factors and therefore the Commission accepted them. The order does not specify what the factors are.	.... the Commission finds that no adjustment to the cost study on the inventory factors is necessary, and they are deemed reasonable. Therefore, Ameritech's inventory factors are adopted.	
70.	p. 148 Inventory Factor	The Commission accepted CLEC's position that improved network efficiency due in part to new materials such as fiber mean the heavier smaller gauges no longer are part of a forward-looking network. CLECs asserted the billing system costs were one-time start-up costs and at least should have a sunset date for their inclusion in UNE rates. Ameritech said the costs were not for start-up, but rather ongoing, a position the Commission agreed with.	.... the Commission finds the 28-gauge cable assumption previously used in Ameritech's cost studies in Wisconsin and other states is the more reasonable TELRIC study assumption. Ameritech should replace the 22-, 24-, and 26-gauge cable mix assumption in its TELRIC loop cost study with the exclusive 28-gauge cable assumption.	NO
71.	p. 148 Material Cost Adjustments: Cable Gauge	CLECs asserted the billing system costs were one-time start-up costs and at least should have a sunset date for their inclusion in UNE rates. Ameritech said the costs were not for start-up, but rather ongoing, a position the Commission agreed with.	The billing system expenses added as "other expenses" are a very small cost and Ameritech adequately justifies them as properly included in its TELRIC study. Therefore, no adjustment to Ameritech's cost study is necessary.	
72.	p. 150 Billing System	Ameritech's rates are not specified, but they are based on Bureau of Labor Statistics forecasts adjusted for known Ameritech planned increases. CLECs proposed 2 percent.	.... the Commission determines that Ameritech's labor inflation rates are better supported and adopts those rates.	
73.	p. 152 Maintenance: Labor Inflation	No opposition or alternative was cited.	The Commission determines that a 3 percent productivity offset is reasonable based on Ameritech's current productivity offset factor.	
74.	p. 152 Maintenance: Productivity Offset	The Commission is saying that maintenance costs will increase proportionally with growth in lines, so adjusting the denominator without increasing expenses would not be appropriate.	.... the Commission determines that it is not reasonable to add line growth to the maintenance factor calculation.	
75.	p. 152 Maintenance: Adding Growth Lines	The Commission says the decline in costs will be captured in the depreciation adjustment. Thus, setting the rate as negative is inappropriate.	The Commission determines that it is not reasonable to make the CLECs' proposed adjustment (of declining costs for maintenance).	
76.	p. 152 Maintenance: Declining Costs			

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35. p. 72	Switch Vendor Contracts: Blend of Switch Types	CLECs suggested that a forward-looking process would cause Ameritech to buy more switches from the cheapest vendor, but Ameritech argued that cost is not the only consideration in switch choice.	The Commission determined that there was no evidence to indicate that Ameritech was not making efficient investments in its switches and was reluctant to second guess the decisions of Ameritech's engineers. It finds that the blend of switches purchased from different vendors in Ameritech's network is the appropriate blend to use in developing the cost for unbundled switching and for transport.	SECTION IV NO
36. p. 73	Switch Vendor Contracts: Digital Analog Blend	Digital lines are cheaper than analog lines. CLECs argued that Ameritech is increasing the percentage of digital lines and will continue to do so. Thus, the blend assumed for switch prices should reflect this trend. The Commission agreed, but adopted a 50/50 digital/analog split rather than the CLECs suggested 55/45 split.	The Commission agrees with the CLECs that the mix of analog and digital lines for switching purposes should correspond to the type of forward-looking network Ameritech is building. In the Unbundled Loop section of this order, the Commission finds that in the long run, Ameritech's network will have approximately 50 percent of its lines on DLC which terminates directly in the switch, and 50 percent of either individual copper lines or on UDLG, both of which terminate on the MDF and enter the switch as analog lines. Given the decision to use a 50/50 split between analog and digital lines for distribution purposes, the Commission finds that the same split between analog and digital lines should be used for estimating the cost of unbundled switching.	SECTION IV NO
37. p. 74	Switch Cost Model Inputs: Fill Factors	Higher fill factors reduce the prices. CLECs said that because switch vendors stand ready to add lines that then should not be a fill factor. The Commission acknowledged that increasing switch capacity is easier than increasing loop capacity, so the fill factors can be higher, but there are still reasons the factor cannot reasonably be set at 100 percent. The Commission also ordered separate analog and digital factors. The analog factor is confidential, but can be found on page 487 of the transcript of the hearings.	The Commission finds the fill factor Ameritech used for analog lines is reasonable because analog lines are ordered on a one-to-one basis from the vendors as needed. The Commission finds that a fill factor of 80 percent for digital lines is a reasonable estimate to account for lines needed for inventory, administrative purposes, and for the fact that not all 24 loops in each multiplexed line would be in service. The CLECs' position on the fill factor for trunks, which are entirely digital, was also 100 percent, while Ameritech used a fill factor of 94 percent. Given that these two factors are not that far apart and that there will be some trunks that are not completely filled, the Commission finds that Ameritech's fill factor is reasonable.	SECTION IV NO
38. p. 75	Switch Cost Model Inputs: Depreciation	The Commission said the main question is when will circuit switches become obsolete due to a compelling economic case for the use of advanced packet and optical switches rather than the physical life of the switches. The discussion notes the many options available, then reaches the compromise decision of 12 years. The Commission said it expects this input to lead to reduced unbundled switching charges.	The Commission has already determined in its depreciation order that service lines within a range of 9 to 12 years are reasonable. Similarly, the FCC has determined that a service life within a range of 12 to 18 years would be reasonable. Noting that the two ranges overlap at 12 years, the Commission finds that using a depreciation rate based on an average service life of 12 years would allow Ameritech an opportunity to recover its investment without preventing it from investing in newer switching technologies when they become economically feasible.	SECTION IV NO
39. p. 77	Switch Cost Model Inputs: Maintenance	Ameritech presented an increasing maintenance expense estimate, arguing maintenance is labor-intensive and labor costs will rise with inflation. CLECs argued Ameritech's actual maintenance had been decreasing, probably reflecting the fact newer equipment is less labor-intensive. CLECs also wanted obsolete equipment maintenance expenses removed from the calculation. The Commission compromised, setting the rate to decrease 4 percent per year for the three years.	The Commission finds that a reasonable estimate of maintenance expenses for switching is to decrease Ameritech's 1995 3-year average expense ratio by 4 percent.	SECTION IV NO
40. p. 78	Switch Cost Model Inputs: Right-to-Use Fees	CLECs argued for assessing right-to-use fees on only lines actually replaced. The Commission found this position inconsistent with the CLECs' argument on other issues and adopted the 70 percent assumption cited as forward-looking in other line issues.	The Commission finds that it is reasonable to assume that right-to-use fees would be assessed on the 70 percent of all Ameritech lines that the Commission earlier found should be replacement lines and that Ameritech's method of averaging the fees over all lines is appropriate.	SECTION IV NO
41. p. 78	Switch Cost Model Inputs: Levelized Revenue-Ready Fees	CLECs did not object to paying fees to make switching ready to use, but did not like the levelizing method. The order does not specify the method adopted or the CLEC alternative, but accepts the Ameritech method.	The Commission finds that the levelizing process used by Ameritech is a reasonable way to develop a single fee to add to the cost of each line.	SECTION IV NO
42. pp. 78-79	Switch Cost Model Inputs: Applying In-Plant Factor	CLECs argued that the contracts called for switch vendors to do all the necessary work of switch preparation. Ameritech said there were legitimate costs outside the contracts to make the switches ready and the Commission agreed.	The Commission finds that it is reasonable for Ameritech to incur some costs that are not included in its vendor contracts and that the use of in-plant factors is a reasonable way to include these costs in its cost study.	SECTION IV NO

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ATTACHMENT 1  
CSI Technical Document 080102A

Case No.	Complaint Item	Commission Response	Commission Decision	Amendment to the Complaint, Response, Decision?	Comments
59.	P. 126 Line Splitters: Cost	The Commission said three objections raised by Dr. Arnum to Ameritech's pricing were addressed in the parts of this Order addressing jumper cables and MDU-mounted splitters. The fourth is the fill factor, an alternative for which the CLECs did not support well enough to warrant overturning. The discussion of the installation factor includes little beyond the quote.	... the Commission believes the fill factor for loop electronics is the most reasonable proxy to use as a fill factor for the splitters. ... The installation factor proposed by Ameritech is adequately defended in the record based on its application of the installation factor for the category of equipment in which line splitters are properly classified.		
60.	P. 129 Line Splitters: Supporting OSS	Ameritech argued it did not have to upgrade its OSS to accommodate the type of line splitting CLECs wanted and thus did not have to provide a cost for it. The Commission found the Arbitration Docket had found otherwise and ordered Ameritech to submit the information necessary to develop a price.	Further, this record does not contain sufficient information for decisions concerning costs for OSS access to line splitters. Because the AT&T/Ameritech Arbitration Award requires Ameritech to make line splitters available to CLECs, and requires OSS revisions for ordering it, Ameritech is required to submit additional cost information in this area.		
61.	P. 129 Line Sharing Over Fiber	The Commission found that if it did not order line sharing be available over fiber that CLECs might find themselves in the position of having made costly DSLAM collocations, but with no means of transmission between the Central Office and Remote Terminal other than expensive third-party or self-provided solutions.	The Commission concludes line sharing over fiber facilities should be provided in circumstances where it is technically feasible and CLECs have made the investment to collocate DSLAMs at or near the RT through an ECS.	SECTION III	NO
62.	P. 131 Integrated Digital Loop Carrier/Universal Digital Loop Carrier	The Commission found it reasonable to include IDLC in the mix because a loop is not necessarily a dedicated path. The effect is to reduce costs because it minimizes conversions from digital to analog signals. The 50/50 mix is the result of looking at Ameritech's current network and laying into account planned construction through 2001.	The Commission determines that, based on Ameritech's construction forecasts, 50 percent IDLC and 50 percent UDLIC are reasonable to use when developing unbundled loop rates. These rates will be applicable to both loops already in combination and stand-alone unbundled loops.	SECTION I	NO
63.	P. 135 Subloop Elements: Cost Study Adjustments	The Commission found Ameritech had found the subloop costs in its Local Facilities Analysis Model (LFAM) that it used in its unbundled loop cost study.	There is no need for the CLECs to readdress on the record all the same cost adjustments twice when Ameritech agreed that the LFAM model results also applied to the subloop study. Whatever adjustments the Commission makes to develop loop costs should also be applied to the subloop cost study.	SECTION I	YES
64.	P. 136 Subloop Elements: Unbundling Project Prorata	CLECs had asked that rates for several additional subloop elements be provided, but the Commission ruled they were not required because it had decided in the Project Prorata section not to require piecemeal unbundling of Project Prorata.	The Commission addressed the issue of unbundling Project Prorata, including technical feasibility, in a separate section of this order and determined that Ameritech should only be required to unbundle a Project Prorata loop as an end-to-end UNE or UNE-P. Therefore, the matter of subloop elements for that purpose is moot and need not be further discussed in this section.		
65.	Pp. 137-138 Subloop Elements: Double Counting of Costs	CLECs stated that nonrecurring costs from unbundling subloops rather than loops might legitimately be higher, but the sum of recurring costs for subloop elements ought not exceed the loop recurring cost. The Commission was persuaded by Ameritech that this sum can be higher and not represent double counting. Ameritech said not every loop contains the same subloop elements, but the loop rate reflects weighting of the frequency with which subloop elements occur. Thus, a particular element taken individually may be more expensive than when it is part of the calculation of a standard loop rate.	The Commission finds it reasonable to expect that the sum of the subloop components would be greater than the UNE loop purchased as a whole. That is because of the subloop connections that must be added that are not required for end-to-end UNEs. Although the CLECs question whether the connecting hardware used for the loop UNE is applied to the subloop UNE in addition to that added for the necessary alternative connectors, the Commission is persuaded by Ameritech's explanation that the UNE loop study uses occurrence percentages for each subloop component to account for the fact that every subloop component does not occur on every UNE loop. The Commission thus finds that Ameritech's cost methods for subloop offerings do not result in double counting of facilities or equipment used to provide CLECs access to subloop elements.		
66.	Pp. 139-140 Subloop Elements: MDU and Campus-Setting Access	CLECs asked for differentiated pricing in MDU and campus-style environments depending on the point of interconnection. Ameritech stated its current arrangements allow CLECs flexibility in connection that enables them to control costs. The Commission accepted Ameritech's position, although it seemed more interested in avoiding expanding the scope of the proceeding than it did in saying it ratified Ameritech's approach for all times and circumstances.	This docket was not designed to investigate and address building access issues. Consequently, the record on these issues is not clearly developed and does not adequately support a finding of deficiency in Ameritech's approach to these arrangements or its related costing methods. The Commission, therefore, concludes that Ameritech's subloop offerings sufficiently allow CLECs to interconnect to and offer competitive services in MDUs and campus-style environments.		

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Case Number	Compliance Issue	Commission Finding	Amended or Not Resolved, Reason, Date(s)?	Resolved (Yes/No)?
43. pp. 79-80	Rate Design for Unbundled Switching: Functions	CLECs said that Ameritech would be double recovering for (1) the use of a main distribution frame; (2) telephone numbering; (3) call intercept; (4) directories; (5) methods and procedures development; (6) report processing; and, (7) billing systems development. If it was allowed to charge these functions to switching, CLECs said they are recovered in joint and common costs, but did not present enough evidence to persuade the Commission.	The CLECs also argued that Ameritech's costs for these functions need to be revised to account for the changes in general cost study factors such as cost of capital and depreciation that the Commission finds appropriate in this docket. The Commission finds that it is reasonable to recover the costs of these functions in the switching UNE, but Ameritech needs to revise its costs to incorporate the changes to its cost model that are ordered in this docket.	NO
44. p. 80	Rate Design for Unbundled Switching: Port Charges	See quote	Ameritech developed rates for many different types of ports in addition to the basic line port. The CLECs did not challenge the way costs were assigned to the different types of ports and the Commission finds that the costs developed by Ameritech for its different types of switch ports are reasonable after they have been adjusted by the same cost factors applied to the cost of a basic port.	NO
45. p. 83	Rate Design for Unbundled Switching: Rate Structure	The Commission states that usage-sensitive rate structures are an artifact of analog switches for which costs did vary by usage. Modern digital switches do not, at least for present usage levels that are well within the capacity of these switches. Thus, the Commission adopted a flat-rate charge.	The Commission, while reluctant to go against the traditional rate structure for unbundled switching, finds that there are compelling policy reasons for the use of a flat per-minute charge, and that the cost-based rationale for a per-minute charge is not strong enough to overcome these policy goals. The primary policy concern is that in order to compete with Ameritech, the CLECs need to pay for their unbundled switching in the same way that Ameritech pays for its switching.	YES
46. p. 84	Transport: Factors	See the appropriate item in this matrix to see what factors, rates, ratios, or blends were adopted. CLECS stated that the average call distance was overstated because Ameritech included traffic from switches that carried toll as well as local calls. Ameritech said that only 2.89 percent of the calls go through tandem switches and thus conceivably are longer. It also said the tandem-switched calls had a shorter average than its directly routed calls. Therefore, the effect, if any, on the average is negligible, an argument the Commission accepted.	Most of the cost factors for transport are similar to those developed for the switch and for digital loops, and the Commission finds that it would be reasonable to apply the same factors it approved for those UNEs to the calculation of transport costs. These include fit factors, depreciation, joint and common costs, the ratio of replacement and growth lines, and the blend of equipment from different switch vendors. The parties also agreed to base the estimate for trunk growth on Ameritech's forecast for its growth in interoffice traffic, to use the forward-looking electronics in Ameritech's study, and agreed on the manner in which transport costs, including dark fiber, are to be recovered. The Commission finds that these agreements are reasonable and only a few transport-related issues remain for the Commission to decide.	
47. p. 85	Transport: Call Distance		The Commission finds that the impact of including blended traffic in the calculation of average call distances for shared transport does not have a material impact on the end result, and for this reason, finds that the average call distances as calculated by Ameritech are reasonable. The CLECs' position is that the FCC has already decided in 47 C.F.R. § 51.319(d) that dark fiber should be provided in a nondiscriminatory manner to any requesting CLEC, just like other interoffice transport UNEs. The CLECs further argue that the Commission decided this issue in the OSS docket, 05-TT-180. The Commission agrees that this decision was made in the OSS docket and is not interested in revisiting that decision. Therefore, the Commission finds that dark fiber should be made available under the terms ordered in Ameritech's OSS docket, 6720-TT-160.	
48. p. 85	Transport: Dark Fiber	Ameritech offered the terms for dark fiber it negotiated with AT&T. It is not clear whether these terms are the same or different than the terms in the OSS docket to which the order refers.		
49. p. 87	Reciprocal Compensation: Blended Costs	The Commission finds Ameritech can establish charges for call set-up and call duration. The CLECs argued that the Commission should not establish rates because the FCC was studying the issue, but the Commission did not accept this argument. If the CLECs had prevailed rates in existing interconnection agreements would have governed reciprocal compensation.	The Commission finds that it should implement its order in docket 05-TT-283 in this docket. The Commission thoroughly addressed the issues related to reciprocal compensation before issuing that order, including the possibility that the FCC could approve its own rules for the termination for Internet traffic.	

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50. p. 87-89	Reciprocal Compensation: Duration	The Commission accepts Ameritech's usage costs from its switching study, adjusted for Commission findings in this docket, for the purpose of establishing call duration rates. The Commission accepted Ameritech's contention that the non-conversion activities such as dialing and waiting for a response do not vary per call. Thus, Ameritech's method of assigning costs is adopted.	The Commission also finds that the best policy for reciprocal compensation will be to implement its decision by using the best information available in the docket. The Commission recognizes that Ameritech did not conduct a separate cost study to establish its costs for call setup and duration. Instead, it made adjustments to some of the results from its cost study for switching. .... As discussed above, the Commission did not accept Ameritech's usage-sensitive costs, finding that the bulk of Ameritech's costs for digital switching do not vary with usage. .... The Commission also finds that for purposes of establishing a duration charge for reciprocal compensation, it is reasonable to use the usage based costs that Ameritech included in its switching cost study, adjusted for the cost factors approved in this order.
51. p. 89-90	Reciprocal Compensation: Call Set-Up	Ameritech opposed unbundling Project Pronto as either piece parts or as an end-to-end UNE, relying on several arguments, among them FCC rules regarding unbundling project switching and that it is offering Broadband Services to CLECs. CLECs said the packet switching restriction is meant to be applied narrowly, not broadly as Ameritech was doing and that Broadband is available only to reset. CLECs argued they would be impaired by not having the ability to offer DSL if Ameritech's position was adopted. The Commission states unbundling Project Pronto is the least invasive action that attains the goal of promoting competition. In its lengthy discussion of the issue, the Commission describes the technology and rejects Ameritech's arguments about packet switching.	The Commission finds that the costs for non-conversion time should be recovered once per call attempt as part of the charge for call setup.
52. p. 89	Project Pronto: UNE Unbundling	The Commission determined that it would not require unbundling Project Pronto into incremental piece parts but would require unbundling it as an end-to-end UNE.	SECTION III NO
53. p. 117	Project Pronto: Unbundling Pricing	See quote The Commission discusses the fact there is no guidance offered by cost theory to set the High Frequency rate. Ameritech proposes a price of 50 percent of the loop UNE rate, while the CLECs propose a zero rate. The effect on competition drives the Commission's decision to choose the latter rate.	SECTION III YES
54. p. 120	High Frequency Portion of the Loop: Monthly Rate	The Nonrecurring Cost section of the order contains the details of cost calculation for the costs involved with line splitting, which the Commission notes is influenced by the position of the line splitter.	SECTION III YES
55. p. 121	High Frequency Portion of the Loop: Nonrecurring Cost	CLECs asked for shelf-at-a-time provision of splitters on grounds of economic efficiency, which the Commission rejected. The question of whether Ameritech had to provide splitters at all was moved to the Arbitration Docket. Depending on the outcome of that case, this point might be moot for compliance purposes.	SECTION III YES
56. p. 123	Line Splitters: Provisioning Obligation	See quote The Commission accepted Ameritech's argument that frame-mounted splitters are not best in all situations over the CLECs' argument that it is most efficient from a space and cost standpoint. However, the Commission did order Ameritech to include the 10 to 15 percent of COSMIC frame placements as it calculates the average cost of line splitting.	SECTION III YES
57. p. 124	Line Splitters: UNE-P	The Commission decided it is reasonable to require that Ameritech's cost study assume MDF placement only in COs with COSMIC frames.	SECTION III YES
58. p. 124	Line Splitters: Placement		